City of Fayetteville

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

Meeting Agenda - Final

City Council Regular Meeting

Monday, August 11, 2025 | **6:30 PM** | **Council Chamber**

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 PUBLIC FORUM

8.0A CONSENT AGENDA

8.0A1	25-4769	Approval of Meeting Minutes: June 18, 2025 - Agenda Brief June 23, 2025 - Discussion of Agenda Items June 23, 2025 - Regular October 28, 2024 - Regular
8.0A2	25-4816	Approve City Council Policies Review Committee Recommendation
8.0A3	25-4773	Approve P25-35. A rezoning request from MR-5 to OI at 815 Washington Drive (0437188863000) and 780 Blue Street (0437187555000), owned by Endowment Fund of Fayetteville State University and represented by Wesley Fountain of FSU.
8.0A4	25-4814	Approve P25-36: A request to rezoning property from Residential MR-5 to Industrial & Conservation LI & CD at Unaddressed Country Club & Distribution Dr. (REID #0429534492000) owned by PELICAN PROPERTY HOLDINGS LLC;CJR PROPERTY HOLDINGS LLC;K&JS PROPERTIES LLC.
8.0A5	25-4813	Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.

8.0A6	25-4838	Approval of Speed Ordinance Revision on Seabrook Road
8.0A7	25-4839	Approval of Speed Ordinance Revision on West Rowan Street
8.0A8	25-4768	Adopt CPO 2026-29 and amend CPOA 2026-40 (CPO 2020-1) to Re-Appropriate $534,050 of available funds from the FY20 Stormwater Improvement Project to the Cross Creek Channel Improvements Project and to Approve City Manager to execute the contract for the Cross Creek Channel Improvements Preliminary Design
8.0A9	25-4782	Authorization to Accept Grant Funding from The Arts Council of Fayetteville & Cumberland County for Independence Concert and Fireworks and Adoption of Budget Ordinance Amendment to Appropriate Funds
8.0A10	25-4784	Authorization to Accept Grant Funding for Orange Street School Music Lab from The Arts Council of Fayetteville & Cumberland County and Adoption of Budget Ordinance Amendment to Appropriate Funds
8.0A11	25-4835	Approve and Authorize the Execution of a Revised Subrecipient Agreement with Mid-Carolina Council of Governments to Provide Pass Through Federal Transit Administration Grant Funding
8.0A12	25-4840	Accept and Authorize the Execution of an ICMA Economic Mobility and Opportunity Special Assistants Grant
8.0A13	25-4744	Authorize West Cumberland Apartments, Phase 2, Affordable Housing Loan Commitment
8.0A14	25-4831	Acceptance of Aviation Career Education (ACE) Academy Grant Offer
8.0A15	25-4804	Appropriate NCDOT Division of Aviation grant funds to the Fayetteville Regional Airport Master Plan Update
8.0A16	25-4761	Approve Bid Recommendation - Resurface Various Streets GO Bond FY26
8.0A17	25-4756	Accept the Governor’s Highway Safety Program Grant Award and Adopt the Special Revenue Fund Project
8.0A18	25-4806	Approve the Contract for the Purchase of Fire Apparatus Replacement, Adoption of Capital Project Ordinance and the Issuance of Future Installment Financing as outlined in the Capital Improvement Plan
8.0A19	25-4807	Adopt Resolution Calling for Public Hearing Regarding the Permanent Closing of Lowe Street

8.0A20	25-4811	Adopt Resolution of the City of Fayetteville City Council Authorizing the City Manager to Acquire a 1.38 Acre Parcel of Real Property Located at 1013 Person Street for the Cape Fear River Park
8.0A21	25-4828	PWC - Adopt Resolution of the City of Fayetteville, North Carolina to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987
8.0A22	25-4821	PWC - Approve Bid Recommendation - First and Second Stage Bucket Sets for GE5001P Gas Turbine
8.0A23	25-4822	PWC - Approve Bid Recommendation - AFT Compressor Casing For Frame 5 Gas Turbine
8.0A24	25-4824	PWC - Approve Bid Recommendation - First and Second Stage Shroud Block Sets
8.0A25	25-4825	PWC - Approve Bid Recommendation - 27 KV Class 1200 Amp Outdoor Circuit Breakers
8.0A26	25-4826	PWC - Approve Bid Recommendation - Re-Advertisement Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank
8.0A27	25-4829	PWC - Approve Bid Recommendation - Approve award for the Jasper to Langdon Sanitary Sewer Replacement and Realignment

8.0B ITEMS PULLED FROM CONSENT

9.0 STAFF REPORTS

9.01	25-4820	Receive the FY 2025 Year-end Strategic Performance Report

10.0 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.

10.01	25-4791	Administrative Report - Catalyst Site 1 - Six-Month Update on Memorandum of Understanding with Fayetteville State University
10.02	25-4793	Acceptance of the Downtown Municipal Service District Fourth Quarter Report from Cool Spring Downtown District, Inc
10.03	25-4823	City Manager's Update - City Council Agenda Item Requests

11.0 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@fayettevillenc.gov or by calling 910-433-1989 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.

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
August 11, 2025 - 6:30 p.m.
Cable Channel 7 and streamed "LIVE" at FayTV.net

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 yamilenazar@fayettevillenc.gov, 910-433-1696, or the Office of the City Clerk at cityclerk@fayettevillenc.gov, 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

FAYETTEVILLE
NORTH CAROLINA
Five Council Strategic Priorities
Ongoing commitment to a comprehensive approach to community safety
Continue the City's commitment to revitalization efforts and housing needs
Increase Parks and Recreation opportunities for youth engagement and interaction
Enhance economic growth throughout the City
Evaluate and expand transportation and other connectivity for residents

City of Fayetteville

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

City Council Action Memo

File Number: 25-4769

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A1

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

THRU: **Jodi Phelps, Assistant City Manager**

FROM: **Jennifer Ayre, MMC, City Clerk**

DATE: **August 11, 2025**

RE:

Approval of Meeting Minutes:
June 18, 2025 - Agenda Brief
June 23, 2025 - Discussion of Agenda Items
June 23, 2025 - Regular
October 28, 2024 - 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 three sets of draft minutes are from the meeting held on the above-mentioned dates.

The October 28, 2024, minutes were originally approved on November 25,2024. In June 2025, it was determined that two ordinances in Item 10.02 TA24-11 - Tobacco and Hemp Retail Amendment, while approved were not included in the minutes, assigned ordinance numbers, or codified.

The minutes now include the two ordinances:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-9, DEFINITIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2024-017A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF

THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2024-017B

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

FAYETTEVILLE CITY COUNCIL
AGENDA BRIEF MINUTES
TEAMS
JUNE 18, 2025
5:00 P.M.

Present: Council Members Lynne Greene (District 5); Derrick Thompson (District 6); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Absent: Mayor Mitch Colvin; Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Brenda McNair (District 7)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Dereke Planter, Code Enforcement Administrator Supervisor
Gerald Newton, Development Services Director
David Steinmetz, Assistant Development Services Director
Tyffany Neal, Transit Director
Craig Harmon, Senior Planner
Lisa Harper, Assistant City Attorney
Sonyé Randolph, Assistant City Attorney
Loren Bymer, Marketing & Communications Director
Jennifer Ayre, City Clerk

1.0 CALL TO ORDER

The meeting was called to order, and it was noted a quorum was not present.

2.0 AGENDA BRIEFING – Review of Items for the June 23, 2025, City Council Meeting

Dr. Gerald Newton, Development Services Director provided a brief overview of Items 7.0A3 – 7.0A11.

Mr. Dereke Planter, Code Enforcement Administrator Supervisor, presented Item 7.0A12 - Rescind Demolition Ordinance 1083 North Street - District 2. Mr. Planter stated the owner moved forward with demolition on their own therefore the property needs to be removed from the demolition list.

Mr. Planter presented Item 7.0A13 - Adopt Ordinances for Uninhabitable Structures: Demolition Recommendations, 107 Mary Street District 2, 2217 Bragg Boulevard District 5, 2443 Hope Mills Road District 5. Mr. Planter stated 107 Mary Street is a dangerous residential building due to fire, 2217 Bragg Boulevard is a dangerous residential building, and 2443 Hope Mills Road is a dangerous commercial building. Council Member Banks-McLaughlin has asked if staff has provided any resources available to the commercial property owner. Mr. Planter stated that the owner has received information on possible assistance, but the owner must apply for any assistance. Discussion ensued.

Dr. Newton presented Item 8.03 – Update to the City of Fayetteville's Sign Code, Unified Development Ordinance Section 30-5.L. Signage and other related sections, and stated this is and update

to the ordinance that brings a number of items into compliance. It has been presented to the Planning Commission and the UDO/Housing Commission. Mr. Craig Harmon, Senior Planner, stated a consultant will be here to present this item. This is the first major sign ordinance update in twenty years. Council Member Hondros stated part of the Committee's interests, in addition to having quality signs is to allow for larger signs. Dr. Newton stated there is extra area for surface wall signs and will provide the information.

Dr. Newton stated Item 8.04 - AX25-01: Yeadon Domes is petitioning to annex into the corporate limits of the City of Fayetteville one parcel of 12.53 ± acres. This parcel is located on the eastern side of Airport Road, at the end of Bridgewood Drive, at an unaddressed parcel and can be further identified by PIN: 0435-25-3050 and REID: 0435253050000 is the annexation for the business, Yeadon Domes. It is by the airport and has an associated rezoning on the Consent Agenda.

Dr. Newton stated the Item 9.01 - SUP25-03: Special Use Permit request to reduce the separation requirement for an Automotive Wrecker Service in a CC Zoning District at 3003, 3005, 3009 MURCHISON RD (REID# 0428597115000, 0428596376000, 0428597350000) owned by Ali Abdo, CITY PROPERTY LLC. is an evidentiary hearing for a Wrecker Service that was tabled from May 27, 2025, Regular Meeting. The special use permit request is to reduce the separation requirement. Discussion is not allowed for this item due to it being quasi-judicial.

Council Member Hondros asked if the Item 7.014 – Approve and Adopt the Comprehensive Pedestrian Plan Update is an update to the plan that was approved in 2018. Mr. Adam Lindsay, Assistant City Manager, stated this is the 2025 plan that was just updated through the North Carolina Department of Transportation funding to work from for the coming years.

Council Member Thompson asked if the schools that were not notified have been reached out to or if it will be part of the discussion for Item 7.015 – Approve and Adopt the Supplemental Fayetteville Comprehensive Pedestrian Plan Study. Mr. Lindsay stated staff will be reaching out to all the schools that were not part of the initial 26 to receive additional feedback.

Council Member Hondros asked if Item 7.0A16 – Approve the Watershed Master Plan Overview and Final Deliverables for Carvers Creek, Bones Creek, and Cross Creek needs to be presented to residents or just approved. Mr. Lindsay stated all of the plans have been presented at previous Work Sessions and these are just the final reports.

Council Member Thompson stated that the owner in Item 10.01 PWC – Determination of Utility Assessment Appeal – 8038 King Road, should not be assessed due to overhead powerlines obstructing his ability to build. Ms. Lachelle Pulliam, City Attorney, stated she recently received additional information from PWC and will follow up with staff.

Council Member Hondros asked in Item 10.02 – TA25-02. Proposed amendments to Article 30 (Unified Development Ordinance) of the City Code covering sidewalk exemptions during development, the Planning Commission's direction was to remand it back to staff, and therefore it should not be heard on Monday. Ms. Pulliam stated that generally, the Planning Commission would make a recommendation to City Council, which is the recommendation from the Planning Commission for further direction. Mr. Lindsay stated the recommended action in the CCAM is to follow the Planning Commission's recommendation to remand it back to staff. Discussion ensued.

3.0 ADJOURNMENT

There being no further business, the meeting adjourned at 5:52 p.m.

Respectfully submitted,

_____	_____
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
061825	

DRAFT

FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
JUNE 23, 2025
5:30 P.M.

Present: Mayor Mitch Colvin (arrived at 6:00 p.m.);

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3) (arrived at 6:00 p.m.); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Absent: Council Members D.J. Haire (District 4); Courtney Banks-McLaughlin (District 8)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Kelly Strickland, Assistant City Manager
Lisa Harper, Senior Assistant City Attorney
Kevin Dove, Fire Chief
Todd Joyce, Interim Police Chief
Sheila Thomas-Ambat, Public Services Director
Gerald Newton, Development Services Director
Loren Bymer, Marketing & Communications Director
Kimberly Leonard, Budget & Evaluation Director
Brian McGill, Assistant Public Services Director
Joshua Hall, Police Attorney
Erin Swinney, Police Attorney
John Jones, OCS Director
Dereke Planter, Code Enforcement Administrator Supervisor
Andrew LaGala, Airport Director
Deonte Watson, Airport Deputy Director
Albert Baker, Economic and Community Development Assistant Director
Tim Smith, PWC Counsel
Lexi Hasapis, PWC Community Relations Associate
Jennifer Ayre, City Clerk

Mayor Pro Tem Jensen called the meeting to order at 5:42 p.m.

Mayor Pro Tem Jensen asked the Council to review the regular agenda for the June 23, 2025, meeting.

Council Member Thompson asked if Item 7.0A8 - Approve P25-29: A request to rezone 3546 Braddy Road (9484789568000), consisting of 1.15 acres and owned by House Project LLC, from Agricultural Residential (AR) to Single Family Residential 15 (SF-15), already has water and sewage. Dr. Gerald Newton, Development Services Director stated they will be on septic and well as water and sewer is not out in that area yet.

Council Member Thompson how the tenant increases were determined for Item 7.0A21 - Approve FY26 Airport Residential Tenant(s) Fair Market Value Rent Adjustments. Ms. Kecia Parker, Real Estate Manager stated a rental appraisal was done on all the properties to verify what the appraisals were then the rate was reduced by 10 percent due to Airport noise.

Council Member Thompson requested clarification on Item 7.0A25 - Adoption of Capital Project Ordinance Amendment 2025-54 to Clarify Funding Source for Payment-In-Lieu-Of Resurfacing Revenue. Mr. Jeffery Yates, Assistant City Manager stated it was listed in error coming from the General Fund and was always intended to come from the in-lieu-of funds and this is a cleanup to that appropriation.

Ms. Jodi Phelps, Assistant City Manager stated recently there was an addition to the Hurricane Helene Relief Bill in the State Senate that put back in the provision to exclude municipalities with a population of 150,000 and over from Powell Bill funding. It went to Committee this afternoon and is going to the House tonight. The lobbyists are there, and the resolution has been resent to the Cumberland County Delegation. Discussion ensued.

Council Member Thompson requested clarity of Item 10.01 - PWC - Determination of Utility Assessment Appeal - 8038 King Road. Mr. Tim Smith, PWC Legal Counsel stated construction had been completed already and the owner knew about it for over six months. At the time of confirmation, the parcels were not combined, he had combined the two parcels into one in December. He can only be assessed at the time of confirmation which at the time it was one, but he was assessed for two and the owner failed to object at the public hearing. Discussion ensued.

Council Member Hondros stated he plans to pull Item 10.02 - TA25-02. Proposed amendments to Article 30 (Unified Development Ordinance) of the City Code covering sidewalk exemptions during development to remand back to staff for further work. Discussion ensued.

Mayor Colvin asked what prompted Item 10.03 - Bicycle Lane Ordinance Clarifications and Recommendations to come back. He did not realize that at the last meeting the outcome was taking bicycle lanes out of neighborhoods. Mr. Adam Lindsay, Assistant City Manager, stated it was clarifying the ordinance enforcement in response to a council member request months ago. The clarification was presented at the June Work Session; the reason it was added as Other Items of Business instead of Consent is because there was not unanimous consensus at the Work Session. Discussion ensued and Dr. Douglas Hewett, City Manager stated it could be referred to the August Work Session.

CLOSED SESSION

MOTION: Council member Davis moved to go into closed session for attorney client privilege matters to discuss *Lee v. City, City v. Mohammad*, and a personnel matter
SECOND: Council Member Benavente
VOTE: UNANIMOUS (8-0)

The regular session was recessed at 6:21 p.m. The meeting session reconvened at 6:32 p.m.

MOTION: Council Member Benavente moved to come out of closed session.
SECOND: Council Member Thompson
VOTE: UNANIMOUS (8-0)

There being no further business, the meeting adjourned at 6:32 p.m.

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
062325	

DRAFT

DRAFT

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JUNE 23, 2025
6:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Deno Hondros (District 9)

Absent: Courtney Banks-McLaughlin (District 8)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Adam Lindsay, Assistant City Manager
Todd Joyce, Interim Police Chief
Albert Baker, Assistant Economic and Community Development Director
Willie Johnson, Chief Information Officer
Willie Henry, Chief Information Officer
Loren Bymer, Marketing and Communications Director
Joshua Hall, Police Department Attorney
Kimberly Toon, Purchasing Manager
Tiffany Murray, Chief Financial Officer
John Jones, Office of Community Safety Director
Nichelle Gaines, Community Safety Manager
Andrew LaGala, Airport Director
Deonte Watson, Airport Deputy Director
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:39 p.m.

2.0 INVOCATION

The invocation was offered by Rajan Zed, President of the Universal Society of Hinduism.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Colvin and City Council.

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Colvin presented the Key to the City to Ms. Willie Johnson, in recognition of her 10 years of devoted interest and untiring commitment to the citizens of Fayetteville while the Chief Information Officer.

Mayor Colvin presented the Key to the City to Mr. Laverne Oxendine, in recognition of his devoted interest and unwavering commitment to the Community.

Council Member Haire announced Mr. Nero B. Coleman a Certificate of Service and City Coin for his community advocacy.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, requested Ms. Jodi Phelps, Assistant City Manager to introduced the Fayetteville Outfront. Ms. Phelps stated the next Fayetteville Outfront will be held on Thursday, June 23, 2025, at the Bill Crisp Senior Center, 7560 Raeford Road, Fayetteville, NC, at 6:30 p.m. to discuss the Office of Community Safety (OCS).

Mr. John Jones, Office of Community Safety Director was introduced. Mr. Jones thanked everyone for the welcome and thanked Orlando Smith, Community Impact Supervisor, and Nichelle Gaines, Community Safety Manager for the work they have done to begin building OCS.

6.0 APPROVAL OF AGENDA

MOTION: Council Member Jensen moved to approve the agenda.
SECOND: Council Member Benavente
VOTE: UNANIMOUS (9-0)

7.0A CONSENT AGENDA

MOTION: Council Member Jensen moved to approve the consent agenda
SECOND: Council Member Thompson
VOTE: UNANIMOUS (9-0)

7.0A1 Approval of Meeting Minutes:
May 29, 2025 – Budget Work Session
June 2, 2025 – Work Session
June 4, 2025 – Special
June 5, 2025 – Special Budget Work Session
June 9, 2025 – Discussion of Agenda Items
June 9, 2025 – Regular

7.0A2 Adopt Amended Youth Protection Ordinance

City Council adopted the Youth Protection Safety Ordinance at its May 27, 2025, Regular Meeting. During the June 9, 2025, Regular Meeting, Council approved an amendment to the ordinance removing the penalties for juveniles.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-011A

7.0A3 Approve P25-18: Request to rezone property located at 1055 McArthur Road (REID 0520932274000) from Single-Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5).

City Council approved the proposed map amendment for the 0.20-acre parcel located at 1055 McArthur Road from Single-Family Residential 6 (SF-6) to the Mixed Residential 5 (MR-5) district. The proposed rezoning is consistent with the City's adopted Future Land Use Plan as outlined by the consistency and reasonableness statement.

7.0A4 Approve P25-20: A request to rezone REID 0435253050000 (no assigned address) from Planned Industrial (M(P)CU) to Light Industrial (LI). The property is owned by Rogers and Breece, Inc. and is represented by Cynthia Smith of Moorman, Kizer & Reitzel, Inc.

City Council approved the proposed map amendment for a 12.53-acre parcel identified by REID# 0435253050000 from Planned Industrial (M(P)CU) to the Light Industrial (LI) district. The proposed rezoning is consistent with the City's adopted Future Land Use Plan and the Unified Development Ordinance.

7.0A5 Approve P25-26: A request to rezone from SF-10 to LC at 5324 Raeford Road (READ #0407809767000) owned by EQUATOR FORTUNE PARTNERS LLC; FAYETTEVILLE HOMES FOR YOU INC; JAYDOT INVESTING GROUP LLC.

City Council approved the proposed map amendment for the 0.43-acres parcel located at 5324 Raeford Road from Single Family Residential 10 (SF-10) to Limited Commercial (LC). The proposed rezoning is consistent with the Future Land Use Plan as outlined by the Consistency and reasonableness statement.

7.0A6 Approve P25-27: A rezoning request from SF-6 to MR-5/CZ at 230 Pinecrest Drive (0427452719000), owned by WMG Investments LLC and represented by Charles Grannis

City Council approved the proposed map amendment for a 2.88-acre parcel located at 230 Pinecrest Drive from Single Family Residential 6 (SF-6) to Mixed Residential 5 – Conditional Zoning (MR-5/CZ), subject to the condition limiting the site to 32 dwelling units. The proposed rezoning is consistent with the Future Land Use Plan and reasonable given the long-standing multifamily use of the property as outlined in the consistency and reasonableness statement.

7.0A7 Approve P25-28: A rezoning request from OI to LC at 5414 Yadkin Road (0408667440000), owned by Xiaodi Life Fehler Estate and Phillip L. Life Fehler Estate; represented by Phillip Fehler

City Council approved the proposed map amendment for the 0.3-acre parcel located at 5414 Yadkin Road from Office and Institutional (OI) to Limited Commercial (LC). The proposed rezoning is consistent with the Future Land Use Plan and reasonable given the property's location within a designated Commercial Strip Redevelopment (CSR) area as outlined in the consistency and reasonableness statement.

7.0A8 Approve P25-29: A request to rezone 3546 Braddy Road (9484789568000), consisting of 1.15 acres and owned by House Project LLC, from Agricultural Residential (AR) to Single Family Residential 15 (SF-15)

City Council approved the proposed map amendment for the 1.15-acre parcel located at 3546 Braddy Road from Agricultural Residential (AR) to Single Family Residential 15 (SF-15). The proposed rezoning is consistent with the Future Land Use Plan as outlined by the consistency and reasonableness statement.

7.0A9 Approve P25-31: A request to rezone 401 Country Club Drive (0439426648000), consisting of 1.09 acres and downed by Hughley B. Spruill Sr. and Dorris Spruill, from Single Family Residential 10 (SF-10) to Single Family Residential 6 (SF-6).

City Council approved the proposed map amendment for the 1.09-acre parcel located at 401 Country Club Drive from Single Family Residential 10 (SF-10) to Single Family Residential 6 (SF-6). The proposed rezoning is consistent with the Future Land Use Plan as outlined by the consistency and reasonableness statement.

7.0A10 Approve SUP25-04: Order of Approval, Findings of Fact – Special Use Permit (SUP) to allow for the reduction in the separation requirement between public street right-of-way and an Ice House, located at 2726 Raeford Rd (REID #0427217637000) and being the property, WIN-KAS NC LLC and project owner Davance Locklear Two Cams

City Council approved the findings of fact for the Special Use Permit to allow for the reduction in a separation requirement between a public street right-of-way and an Ice House from 100-foot separation, to approximately 85 feet located at 2726 Raeford Road.

7.0A11 Approve SUP25-05: Order of Approval, Findings of Fact – Special Use Permit (SUP) to allow for the reduction in the separation requirement between Animal Care Uses and adjoining property lines, located at 4417 RAMSEY ST (REID# 0439598207000) and being the property, RIDDLE PROPERTIES LLC

City Council approved the findings off fact for the Special Use Permit to allow for the reduction in a separation requirement between an Animal Care Uses and adjoining property lines from 75-foot separation, to approximately 23 feet for the property located at 4417 Ramsey Street.

7.0A12 Rescind Demolition Ordinance
1083 North Street – District 2

City Council approved the resolution to cancel the previously adopted demolition ordinance for a dangerous building located at 1083 North Street that was demolished by the property owner before the City could proceed with demolition.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS2025-012, 1087 North Street, PIN 0438-70-0854. RESOLUTION NO. R2025-022

7.0A13 Adopt Ordinances for Uninhabitable Structures: Demolition Recommendations

107 Mary Street	**District 2**
2217 Bragg Boulevard	**District 5**
2443 Hope Mills Road	**District 5**

The demolition ordinances are for two residential buildings and one commercial building deemed dangerous.

107 Mary Street – District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 107 MARY STREET, PIN 0438-60-4097. ORDINANCE NO. NS2025-017

2217 Bragg Boulevard – District 5

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 2217 BRAGG BOULEVARD, PIN 0428-40-3452. ORDINANCE NO. NS2025-018

2443 Hope Mills Road – District 5

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 2443 HOPE MILLS ROAD, PIN 0415-08-1358. ORDINANCE NO. NS2025-019

7.0A14 Approve and Adopt the Comprehensive Pedestrian Plan Update

City Council adopted the updated Comprehensive Pedestrian Plan. The plan includes 144 recommended pedestrian projects throughout Fayetteville, representing both intersection enhancements and corridor wide improvements. The total estimated cost of the plan is $769,510,000.00 and will construct approximately 146 miles of sidewalks.

7.0A15 Approve and Adopt the Supplemental Fayetteville Comprehensive Pedestrian Plan Study

City Council adopted the Supplemental Fayetteville Comprehensive Pedestrian Plan that focuses on pedestrian improvements near K-12 public schools within or servicing the City. Twelve high-priority schools have been recommended for improvement projects at a total estimated cost of $27,900,000.00. Staff are working to make contact with the remaining fifteen schools who did not initially respond.

7.0A16 Approve the Watershed Master Plan Overview and Final Deliverables for Carvers Creek, Bones Creek, and Cross Creek

The Carvers Creek watershed covers 16.6 square miles of the city, and 1.58 square miles have been studied. Eighteen proposed solutions have been developed for an estimated total cost of $69,000,000.00 which includes the College Lake Dam improvements. These proposed solutions collectively mitigate 3 miles of impacted lane length, 12 road-crossing risks, 772 disconnected structures, and up to 23 impacted structures.

The Bones Creek watershed covers 20.97 square miles of the city, and 2 square miles have been studied. Through the studies, 20 proposed solutions have been developed for an estimated total cost of $65,000,000.00. These proposed solutions collectively mitigate 7.0 miles of impacted lane length, 10 road-crossing risks, 8 disconnected structures, and up to 105 impacted structures.

The Cross Creek watershed covers 17.8 square miles of the city, and 4.4 square miles have been studied. 83 proposed solutions have been developed for an estimated total cost of $386,600,000.00 which includes the downtown channel improvement project representing $50,000,000.00. These proposed solutions collectively mitigate 54.7 miles of impacted lane length, 286 road-crossing risks, 36 disconnected structures, and up to 163 impacted structures.

7.0A17 Approve Resolution Authorizing a Supplemental Municipal Agreement with the North Carolina Department of Transportation (NCDOT)for Improvements on (EB-6030) US 401 Byp. Skibo Road from Richwood Court to NC 24 Bragg Blvd.

City Council adopted the resolution for the sidewalk projects on US 401 Bypass Skibo Road. This project includes the installation of pedestrian facilities such a sidewalks, multi-use path, pedestrian bridge conversion and accessible curb ramps. The City will fund 20 percent of the cost to install the sidewalks. The estimated cost to the City for sidewalks is $481,122.00.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AUTHORIZE EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR SIDEWALK PROJECTS INCLUDING ACCEPTANCE OF REIMBURSEMENTS WITH SURFACE TRANSPORTATION BLOCK GRANT FUNDS. RESOLUTION NO. R2025-023

7.0A18 Approve the Addition of Certain Streets to the City of Fayetteville System

City Council approved the addition of ten streets for a total of 1.24 miles for subdivisions throughout the City that are now acceptable for addition to the City of Fayetteville system of streets.

7.0A19 Approval to Issue an Updated Conditional Funding Commitment Letter for Aspen Pointe, a Low Income Housing Tax Credit Development

City Council approved the update of the Aspen Pointe, Low Income Housing Tax Credits (LIHTC) development from 48 affordable units to 32 units while keeping the commitment to produce four Home Investment Partnership Funds (HOME) rental units. The property is a 12.92-acre vacant parcel adjacent to 8086 Raeford Road near West Park and the Vue apartments. Funding in the amount of $600,000.00 would come from the City's annual allocation of HOME funds. The development requires a 1 percent interest loan fully amortized over 20 years and due in full at year 20.

7.0A20 Adoption of Special Revenue Fund Project Ordinance and the Associated Resolution to Appropriate and Direct the Expenditure of $104,000 of Opioid Settlement Funds

City Council adopted the Special Revenue Fund Project Ordinance (SRO 2026-5) and Resolution to direct $104,000.00 in opioid settlement funds for the continuation of the Fayetteville Police Department Law Enforcement Assisted Diversion (LEAD) Program. The North Carolina Department of Justice requires the resolution as a participant in the National Opioid Settlement. The City of Fayetteville is projected to receive approximately $3,740,222.00 from litigation, and these funds must be expended in accordance with a specific strategy.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS. RESOLUTION NO. R2025-024

7.0A21 Approve FY26 Airport Residential Tenant(s) Fair Market Value Rent Adjustments

City Council approved a one-year phased rental adjustment for the Fayetteville Regional Airport residential occupants and authorize staff to proceed with execution of the lease agreements for 3593, 3519, and 4015 Doc Bennett Road. The recommended adjustment will produce $38,070.00 in annual revenues.

7.0A22 Accept Federal Aviation Administration (FAA) Grants (Airport Improvement Program 57 & 58), Authorize the City Manager to Execute the Agreement with the FAA, and Adopt Capital Project Ordinance to Appropriate Grant Funds for Master Plan Update and Taxiways G & F Rehabilitation

City Council accepted the Federal Aviation Administration (FAA) grants 3-37-0021-057-2025 and 3-37-0021-058-2025 (Airport Improvement Plan 57 & 58) for airport capital (Airport Master Plan Update and Taxiways G & F Rehabilitation) and to authorize the City Manager to

execute the Agreements. Capital Project Ordinance (CPO) 2025-44 will appropriate $476,891.00 (AIP 58) of federal grant funds from the FAA for the Airport Master Plan Update project. Capital Project Ordinance Amendment (CPOA) 2025-49 will amend the previous Capital Project Ordinance Amendment 2025-39 to reflect the granted $2,142,598.00 (AIP 57) of federal grant funds from the FAA for Taxiways G & F Rehabilitation project.

7.0A23 Authorization to Extend Agreement and Appropriation of $30,000 for the Reclaiming Futures Youth Mentoring Program with Cumberland County CommuniCare

City Council authorized Special Revenue Fund Project Ordinance 2025-19 to appropriate $30,000 for Cumberland County CommuniCare's Reclaiming Futures youth mentoring program and authorize the City Manager to extend the current agreement with CommuniCare for this program until June 30, 2026.

7.0A24 Adoption of Special Revenue Fund Ordinance Amendment 2025-4 to ensure appropriations for Community Development Block Grants from 2017-2024 accurately reflect grant funding updates

City Council adopted Special Revenue Ordinance Amendment (SROA) 2025-4 to adjust Program Income and expenditure appropriations for Community Development Block Grants awarded by the Department of Housing and Urban Development (HUD), during the period of 2017 to 2024. The grants were previously approved, and the funding appropriated for each respective project, but the anticipated funding amount has changed, and SROA 2025-4 is adjusting the appropriations to align with the grant funding updates.

7.0A25 Adoption of Capital Project Ordinance Amendment 2025-54 to Clarify Funding Source for Payment-In-Lieu-Of Resurfacing Revenue

City Council adopted Capital Project Ordinance Amendment (CPOA) 2025-54 to clarify CPOA 2025-47, which was approved by Council on May 12, 2025, to appropriate $224,844.00 in-lieu-of resurfacing funds to the Pavement Preservation Project. The in-lieu-of resurfacing funds are located in the transportation capital project fund and are being transferred from the unassigned in-lieu-of resurfacing revenue in this fund. There is no change in appropriation request at this time.

7.0A26 Adoption of Capital Project Ordinance Amendment 2025-55 and Special Revenue Project Ordinance Amendment to appropriately adjust and fund transit project appropriations to align with grant funding updates

City Council adopted Capital Project Ordinance Amendment (CPOA) 2025-55 to adjust Transit Grant Project income and expenditure appropriations for Federal Transit Authority Grants, during the period 2013 - 2021, and add additional funding to some. The grants were previously approved, and funding was appropriated for each respective project, but the anticipated funding has changed, and CPOA 2025-55 adjusts the appropriations to align with the grant funding updates.

7.0A27 Adoption of Budget Ordinance Amendment 2025-14 for the General Fund, Transit Fund, and Solid Waste Fund to ensure sufficient budget for year-end expenditures

City Council adopted Budget Ordinance Amendment (BOA) 2025-14 to increase the FY2025 operating budgets for the General Fund by $1,989,816.00, the Solid Waste Fund by $2,700,000.00, and the Transit Fund by $88,395.00. These adjustments will ensure sufficient budget is available to cover year-end expenditure projections, address recently identified funding needs, and provide flexibility for any unexpected costs. The General Fund increase accounts for prior year obligations not paid in FY2024, unspent Parks and Recreation donations, and reimbursable public safety overtime. The Transit Fund increase is supported by a transfer from the General Fund, and the Solid Waste Fund increase is funded through available fund balance.

7.0A28 Adoption of Capital Project Ordinance, Budget Ordinance Amendment, and Special Revenue Ordinance to Appropriate Federal Transit Administration (FTA) Grant NC-2025-035 and the Required Local Match

City Council adopted Capital Project Ordinance 2025-45, Budget Ordinance Amendment 2025-15, and Special Revenue Ordinance 2025-20. These ordinances authorize the appropriation of a total of $689,978.00, which includes $587,978.00 in federal grant funding and

$102,000.00 in required local matching funds. The funds will be used to support capital projects, planning activities, safety-related initiatives, and contracted services within the City's transit program.

7.0B ITEMS PULLED FROM CONSENT

There were no items pulled from the consent agenda.

8.0 PUBLIC HEARINGS

8.01 Public Hearing to Consider Closing a Portion of Arsenal Avenue for the North Carolina Civil War & Reconstruction History Center

Ms. Kecia Parker, Real Estate Manager, presented this item with the aid of a PowerPoint Presentation and stated the State of North Carolina has petitioned to close a portion of Arsenal Avenue to further develop the N.C. Civil War & Reconstruction History Center. Utility easements will be held for Brightspeed, City of Fayetteville Public Works Commission, and Charter Communications. A stormwater drainage easement will be reserved for the City of Fayetteville. Traffic flow and emergency response times will not be impacted.

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

Mr. John Healy, 4021 Distribution Drive, Fayetteville, NC, spoke in favor of this item.

Mr. Jimmy Kizer, 115 Broadfoot Avenue, Fayetteville, NC, spoke in favor of this item.

There being no further speakers, the public hearing was closed.

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CLOSING A PORTION OF ARSENAL AVENUE. RESOLUTION NO. R2025-025

MOTION: Council Member Greene moved to adopt the resolution and order by the City Council of the City of Fayetteville Closing a Portion of Arsenal Avenue for the development of the North Carolina Civil War & Reconstruction History Center
SECOND: Council Member Davis
VOTE: UNANIMOUS (9-0)

8.02 Public Hearing to Consider Closing a Portion of Bullock Street for Sapona Road Church of God

Ms. Kecia Parker, Real Estate Manager, presented this item with the aid of a PowerPoint Presentation and stated the Trustees for the Church of God of East Fayetteville known as Sapona Road Church of God has petitioned to close a portion of Bullock Street in order to combine two church properties into one parcel. The portion of Bullock Street has never been constructed or opened. A utility easement will be held for Charter Communications. Traffic flow and emergency response times will not be impacted.

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

Pastor Aaron Wilson, 1315 Sapona Road, Fayetteville, NC, spoke in favor of this item.

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

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CLOSING A PORTION OF BULLOCK STREET. RESOLUTION NO. R2025-026

MOTION: Council Member Haire moved to adopt the resolution and order to close a Portion of Bullock Street.
SECOND: Council Member Davis
VOTE: UNANIMOUS (9-0)

8.03 Update to the City of Fayetteville's Sign Code, Unified Development Ordinance Section 30-5.L Signage and other related sections

Dr. Gerald Newton, Development Services Director introduced Mr. Vagn Hansen with Benchmark the consultant for the sign code amendment and stated the current sign ordinance is twenty years old.

Mr. Hansen presented this item with the aid of a PowerPoint presentation and stated the purpose and goals were to identify and eliminate conflicting sign regulations, consolidate sign regulations in Section 30-5.L, ensure content neutral regulation, provide incentives for quality signage, improve equity in application of regulations, and maintain the current maximum signage allowances. Section 30-5.L was updated to help it flow better and eliminate or combine stray provisions to eliminate redundancy and improve clarity by reclassifying signs by type instead of function. The current sign classification and the recommended sign classification for temporary and permanent signs were presented.

Retained provisions included prohibited and exempt sign regulations, provisions for special events, business opening, City-owned property, billboards/outdoor advertising, downtown signage, and alternative signage plans.

Council Member Haire requested clarification on how long temporary signage can remain up. Dr. Newton stated as long as the signs are not in the right-of-way signs can remain up. Council Member Haire asked if there is any moral or ethical requirement for what can be on signage. Ms. Lachelle Pulliam, City Attorney, stated unless it is obscene, individuals have a First Amendment right to put whatever they want on a sign and the City cannot regulate it.

Mayor Colvin asked how Fayetteville's Unified Development Ordinance (UDO) compares to other municipalities. Mr. Hansen stated in the current form, the UDO can be more difficult to identify regulations, but it is more lenient and business-friendly than some municipalities.

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

There being no speakers, the public hearing was closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-5.L., SIGNAGE, OF ARTICLE 30-5, DEVELOPMENT STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-3.H.11. COLLISEUM TOURISM OVERLAY (CTO) DISTRICT, OF ARTICLE 30-3, ZONING DISTRICTS OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-2.C.12. BUILDING AND ADMINISTRATIVE ZONING PERMITS., OF ARTICLE 30-2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-4.B.5., COMMERCIAL USE CLASSIFICATION., OF ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-5.A.11. OFF-STREET CIRCULATION, OF ARTICLE 30-5, DEVELOPMENT STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-5.E., EXTERIOR LIGHTING., OF ARTICLE 30-5, DEVELOPMENT STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-5.J. LARGE RETAIL DESIGN STANDARDS., OF ARTICLE

30-5, DEVELOPMENT STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-7.E., NONCONFORMING SIGNS, OF ARTICLE 30-7, NONCONFORMITIES, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-9.D., DEFINITIONS, OF ARTICLE 30-9, DEFINITIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-9.D., DEFINITIONS, UNDER CHAPTER 30,THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-022

MOTION: **Council Member Hondros moved to approve the proposed ordinance as recommended**
SECOND: **Council Member Greene**
VOTE: **UNANIMOUS (9-0)**

8.04 AX25-01: Yeadon Domes is petitioning to annex into the corporate limits of the City of Fayetteville one parcel of 12.53 ± acres. This parcel is located on the eastern side of Airport Road, at the end of Bridgewood Drive, at an unaddressed parcel and can be further identified by PIN: 0435-25-3050 and REID: 0435253050000

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated, Pheonix Global Support LLC is petitioning for annexation into the corporate city limits of the City of Fayetteville 12.53 acres at the end of Bridgewood Drive, east of Gillespie Street and north of Airport Road. The site lies within Fayetteville's Municipal Influence Area (MIA) and is contiguous to current city limits. The surround properties include businesses to the West and South, with open property to the North and East. Water and sewer infrastructure is partially in place, and Fayetteville Public Works Commission (PWC) will oversee utility extensions and ongoing service. The annexation is associated with zoning case P25-20, in which the applicant requested a rezoning from Cumberland County's Planned Industrial Conditional Use (M(P)CU) to the City of Fayetteville's Light Industrial (LI) district.

During the May 8, 2025, Zoning Commission meeting, City Planner Demetrios Moutos presented the request and outlined its consistency with the surrounding zoning context and land use policy. The proposed LI zoning supports the development of a dome manufacturing facility by Yeadon Domes and promotes employment-generating industrial use. The Zoning Commission unanimously recommended rezoning approval, citing alignment with the Future Land Use Plan, compatibility with existing development, and the project's economic benefits. Public speakers during the hearing - including the project engineer, economic development officials, and representatives from Yeadon Domes - emphasized the project's potential to create up to 70 new jobs, support veteran hiring, and meet high safety and quality standards.

The petition for annexation complies with the requirements of North Carolina General Statutes and the City Clerk certified the petition's sufficiency on April 14, 2025.

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

Mr. Rob Patton, 201 Hay Street, Fayetteville, NC, spoke in favor of this item.

Mr. Jimmy Kizer, 115 Broadfoot Avenue, Fayetteville, NC, spoke in favor of this item.

Mr. Matthew Mejia, 575 SE 9th Street, Minneapolis, MN, spoke in favor of this item.

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. East of the Airport Commerce Park Subdivision, at the end of Bridgewood Drive, east of Gillespie Street, north of Airport Road. PIN: 0435-25-3050; REID: 0435253050000, Annexation Ordinance No. 2025-06-599

MOTION: **Council Member Hondros moved to adopt the annexation ordinance with an effective date of June 30, 2025. This option affirms the initial zoning while delaying the effective date of annexation to the next statutory threshold, allowing additional time for service coordination or development readiness.**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (9-0)**

9.0 EVIDENTIARY HEARINGS

9.01 SUP25-03: Special Use Permit request to reduce the separation requirement for an Automotive Wrecker Service in a CC Zoning District at 3003, 3005, 3009 MURCHISON RD (REID# 0428597115000, 0428596376000, 0428597350000) owned by Ali Abdo, CITY PROPERTY LLC.

Mr. Craig Harmon, Senior Planner, stated this case was originally set for the May 27, 2025, agenda and the applicant and owners requested it be moved to the June 23, 2025, agenda. The owners were sent postcard and phone calls reminding them of the meeting.

Ms. Lachelle Pulliam, City Attorney stated the owners will need to be here in order to have evidence on the record and recommended tabling to a date certain, so it is not required to be republished.

MOTION: **Council Member Haire moved to table this item until August 25, 2025, upon confirmation that the petitioners have been contacted.**
SECOND: **Council Member Benavente**
VOTE: **UNANIMOUS (9-0)**

10.0 OTHER ITEMS OF BUSINESS

10.01 PWC – Determination of Utility Assessment Appeal – 8038 King Road

Mr. Tim Smith, PWC Legal Counsel stated this is an appeal from a property owner that has combined his two parcels into one and therefore believes he should only be assessed one sewer assessment fee instead of two. Mr. Smith stated the owner was notified originally of the preliminary assessment resolution in 2020 where he did not make any objections at any public hearings. In December of 2024, prior to the assessment being certified, the owner combined the two parcels into a single parcel. Mr. Smith stated the owner had ample notification of the work that would be and was done on his property when it was still two parcels, and he now has two lateral connections.

Mr. Donald Stoudt stated he is the owner of the property and combined property so he could only receive one tax bill. He stated he attended previous meetings regarding the assessments, but did not understand a lot of it. Mr. Stoudt stated when the connections were input, he began to ask questions since nothing will be built on the property.

Council Member Hondros asked if it is possible to have the assessment paid if he sells the property later and the buyer pay the connection fee. Council Member Greene stated it is a confirmed assessment, the question is whether he pays now, later, or someone else pays later. Discussion ensued.

Ms. Lexi Hasapis, PWC Community Relations Specialist stated Phase V Annexation connections are separate because it is for construction only and City Council capped the fee at $5,000.00 and PWC rate payers pay the difference. Construction costs and connection fees are different. Annexed customers are all required to pay the construction assessment fee but only about 50 percent pay to connect.

MOTION: **Council Member Thompson moved that Mr. Stoudt does not have a valid defense to the tax imposed or any part thereof and notify him in writing that no release or refund will be made.**

Motion failed for lack of a second.

MOTION: **Council Member Benavente moved to approve the appeal.**
SECOND: **Council Member Davis**
VOTE: **PASSED by a vote of 8 in favor to 1 in opposition. (Council Member Thompson)**

10.02 TA25-02. Proposed amendments to Article 30 (Unified Development Ordinance) of the City Code covering sidewalk exemptions during development

Council Member Hondros stated this item was originally brought to Council out of the UDO Committee, where Council moved to send the item to the Planning Commission on June 17th and it is back to Council. The challenge is that staff identified unintended negative consequences. The Planning Commission recommended remanding this item back to staff for further work.

MOTION: Council Member Hondros moved to remand this item back to staff and the committee chair work with the City staff in July and if ready, present the improved proposed revisions to the Planning Commission at their August 19th meeting and then to City Council on August 25th.
SECOND: Council Member Benavente
VOTE: UNANIMOUS (9-0)

10.03 Bicycle Lane Ordinance Clarifications and Recommendations

MOTION: Council Member Haire moved this item to the August Work Session
SECOND: Council Member Benavente
VOTE: UNANIMOUS (9-0)

Mayor Colvin stated he will be recognizing Mr. Tony Brown and some of his youth mentor programs on August 11, 2025.

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:16 p.m.

Respectfully submitted,

_____ _____

JENNIFER L. AYRE
City Clerk
062325

MITCH COLVIN
Mayor

DRAFT

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
OCTOBER 28, 2024
6:30 P.M.

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6) (via TEAMS); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Olivera, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kemberle Braden, Police Chief
Kevin Dove, Fire Chief
Chris Cauley, Economic and Community Development
Andrew LaGala, Airport Director
Lisa Harper, Senior Assistant City Attorney
Sonye' Randolph, Assistant City Attorney
Will Deaton, Planning and Zoning Division Manager
Loren Bymer, Market and Communications Director
Dereke Planter, Code Enforcement Supervisor
Craig Harmon, Senior Planner
Kim Toon, Purchasing Manager
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

2.0 INVOCATION

The invocation was offered by Pastor Christopher Davis, Force of Life Ministries.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Colvin and City Council.

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Colvin presented a proclamation to the educators and students of Saint Avold, France in honor of the Educational Exchange between Fayetteville, N.C. and Saint Avold, France.

Council Member Haire presented the Key to the City to Ms. Quanera Hayes, in honor of her exceptional leadership skills on and off the track.

Mayor Pro Tem Jensen stated October 28th, is the observance of Oxi Day, also known as the "Day of No." Oxi Day marks the day when the Greek Prime Minister rejected the ultimatum given by Benito Mussolini during World War II.

5.0 CITY MANAGER REPORT

Mr. Douglas Hewett, City Manager, stated the City of Fayetteville continues to support our neighbors in western North Carolina who were impacted by Hurricane Helene. The USARS team have returned home. The

Public Services team are still in Hendersonville helping to rebuild roads and sidewalks.

The Veterans Day Parade is scheduled for November 2, 2024, starting at 10:00 a.m.

6.0 APPROVAL OF AGENDA

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

7.0A CONSENT AGENDA

MOTION: Council Member Haire move to approve the consent agenda with the exception of Item 7.0A4; pulled for presentation and separate vote.
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

7.0A1 Approval of Meeting Minutes:
October 7, 2024 - Work Session
October 14, 2024 - Special
October 14, 2024 - Discussion of Agenda Items

7.0A2 Adoption of Special Revenue Fund Project Ordinance and the Associated Resolution to Appropriate and Direct the Expenditure of $201,500 of Opioid Settlement Funds

Special Revenue Fund Project Ordinance (SRO) 2025-13 and the associated resolution to appropriate and direct the expenditure of opioid settlement funds in the amount of $201,500.00 for recovery support services for the period of November 1, 2024, through June 30, 2026.

A RESOLUTION BY THE CITY OF FAYETTEVILLE TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS. RESOLUTION NO. R2024-037

7.0A3 Adoption of Special Revenue Fund Project Ordinance to Appropriate an additional $153,374 for the FY2024-2025 Emergency Solutions Grants Program for street outreach, emergency shelter, homeless prevention, rapid re-housing assistance, and the Homeless Management Information System.

The City of Fayetteville amended the 2020-2024 Consolidated Plan and the 2024-2025 Annual Action Plan with the U.S. Department of Housing and Urban Development (HUD) on July 7, 2024, for the inclusion of an additional annual entitlement of $155,374.00 for services under the Emergency Solutions Grants (ESG). The Council are asked to adopt Special Revenue Fund Project Ordinance 2025-12 to appropriate the operating budgets for the ESG allocation. The ESG grant requires a dollar-for-dollar match, which shall largely be passed to nonprofit partners.

7.0A4 Pulled for Presentation and Separate Vote.

7.0A5 Uninhabitable Structures: Demolition Recommendations

112 Webb Street District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY. ORDINANCE NO. NS 2024-004

1909 North Pearl Street District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY. ORDINANCE NO. NS 2024-005

166 Summer Hill Road District 4

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY. ORDINANCE NO. NS 2024-006

7.0A6 PWC - Bid Recommendation - Award $332,000 1590 AAC Conductor Contract

Bids were received to award bid for the 1590 AAC Conductor Contract. The lowest responsive, responsible conforming bidder and in the best interest of PWC is American Wire Group, LLC, Miami, FL, in the total amount of $332,000.00.

7.0A7 PWC - Bid Recommendation - Award $1,146,202 2025 Galvanized Steel Transmission Pole Contract

Bids were received to award bid for the 2025 Galvanized Steel Transmission Pole Contract. The lowest responsive, responsible conforming bidder and in the best interest of PWC is TransAmerican Power Products, Inc., Houston, TX, in total amount of $1,146,202.00.

7.0A8 PWC - Bid Recommendation - Award the $169,895 purchase of Stator Vane Segments

Bids were received for the purchase of Stator Vane Segments. The lowest responsive, responsible conforming bidder and in the best interest of PWC is Sulzer Turbo Services Houston, Inc., in the total amount of $169,895.00.

7.0A9 PWC - Recommendation - Reject the Non-Conforming bids for the 2025 Ductile Iron Transmission Pole Contract

A Bid was received for the 2025 Ductile Iron Transmission Pole Contract. The bid for the 2025 Ductile Iron Transmission Pole Contract was non-conforming and was rejected.

7.0A10 PWC - Recommendation - Reject the Non-Conforming bids for the 2025 Composite Transmission Pole Contract

A Bid was received for the 2025 Composite Transmission Pole Contract. The bid for the 2025 Composite Transmission Pole Contract was non-conforming and was rejected.

7.0A11 PWC - Adopt a Resolution Affirming the Authority of Fayetteville Public Works Commission to Seek Rezoning of Certain Real Property

RESOLUTION AFFIRMING THE AUTHORITY OF THE FAYETTEVILE PUBLIC WORKS COMMISSION TO SEEK REZONING OF CERTAIN REAL PROPERTY. RESOLUTION NO. R2024-038

7.0B ITEMS PULLED FROM CONSENT

7.0A4 Authorization to Accept the FY2024 Historic Preservation Fund Grant for the Broadell Community National Register Nomination Project and Adoption of Special Revenue Fund Project Ordinance to Appropriate Grant Funding and the Required Match

Mr. Nelson Soriano, Neighborhood Engagement Manager, presented this item and stated City Council is asked to authorize the acceptance of the FY2024 Historic Preservation Fund Grant to prepare a nomination to the National Register of Historic Places for the Broadell Community which was placed on the State Historic Preservation Office's (SHPO) Study list in February of 2024. The Council is also asked to adopt Special Revenue Fund Project Ordinance (SRO) 2025-11 to appropriate $21,000.00 of federal grant funds, passed through the State Historic Preservation Office of the North Carolina Department of Natural & Cultural Resources, and the required local match of $14,000.00, for a total project appropriation of $35,000.00. The required local match funds will be provided by a General Fund transfer from the Economic and Community Development Department's annual operating budget.

MOTION: Council Member Haire moved to authorize the City Manager to execute the grant contract and to adopt the SRO 2025-11 as presented and appropriate the matching funds.
SECOND: Council Member Benavente
VOTE: UANIMOUS (10-0)

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Airport Commission Annual Report

Mr. Naynesh Mehta, Airport Commission Chair presented this item with the aid of a PowerPoint presentation and provided an overview of the Terminal Renovations Phase III, Recent Routes and Jumpstart Conferences, Proposed International Arrivals Facility, Current Year Passenger Traffic, and the Fayetteville Aviation Forecast.

MOTION: Council Member Davis moved to accept the Airport Commission Annual Report
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (10-0)

9.0 STAFF REPORTS

9.01 Acceptance of the FY 2025 1st Quarter Strategic Performance Report

Mr. Chris Lowery, Strategic & Performance Analytics Manager, and Mr. Andy Brayboy, Senior Corporate Performance Analyst, presented this item with the aid of a PowerPoint presentation and stated the Fayetteville City Council is dedicated to fostering a high-performance organization by leveraging data and stakeholder input to develop a forward-thinking, progressive, and outcome-driven strategic plan for the City.

The Mayor, City Council, and City staff share a collective responsibility to ensure that the actions of public officials, employees, contractors, and volunteers align with the City's goals and values. Together, they work to implement policies, budgets, and objectives in the most effective and accountable manner.

During the annual retreat in January 2024, the City Council refined the strategic direction for the City by identifying five key priorities for FY 2025. These priorities were formally adopted at the May 2024 City Council Meeting as part of the City's FY 2025 Strategic Plan.

To ensure progress toward these priorities, the City Manager's Office has tasked the Office of Strategy and Performance Analytics with coordinating regular updates from cross-departmental teams. These updates are reported quarterly to the City Council. The 1st Quarter Strategic Performance Report, as of September 30, 2024, is now presented for Council's review in preparation for the future Council Retreat.

This commitment to performance management and strategic planning strengthens the City's operations, ensuring excellent services and a high quality of life for residents. The alignment of long-range planning with departmental operations and performance expectations allows for effective resource allocation and fosters a culture of continuous improvement. Overall, the City of Fayetteville's dedication to forward-thinking and progressive strategies promises a vibrant and prosperous future for the community it serves.

Discussion ensued.

MOTION: Council Member Greene moved to receive the FY 2025 1st Quarter Strategic Performance Report
SECOND: Council Member Benavente
VOTE: UNANIMOUS (10-0)

10.0 PUBLIC HEARINGS (Public & Legislative Hearings)

10.01 P24-38. Rezoning from Single Family Residential 10 (SF-10) to Mixed Residential 5 (MR-5) located at 770 Ocarina Cir (0530203374000) totaling 7.10 acres ± and being the property of James E & Jane L Wood.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the applicant has requested to rezone 770 Ocarina Circle from Single Family Residential 10 (SF-10) to Mixed Residential 5 (MR-5). The property is located south of McArthur Road between Rosehill Road and Ramsey Street. This request was reviewed by the Zoning Commission on September 10, 2024. Following a public hearing with three speakers in favor and 15 speakers in opposition, the commission voted to recommend approval of the request (2-1). Most of the opposition's concerns centered on their perception that increased development in this area would lead to traffic issues and increased crime.

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

Mr. Jonathan Charleston, legal counsel for the property owners, 201 Hay Street, Fayetteville, NC, appeared in favor.

Ms. Christine Main, 4236 Deadwyler Drive, Fayetteville, NC, appeared in opposition.

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

Discussion ensued.

MOTION: **Council Member Benavente moved to approve the map amendment to MR-5 based on the following: The proposed zoning map amendment does implement the policies adopted in the Future Land Use Plan (FLUP), and those policies found in the Unified Development Ordinance (UDO). The uses permitted by the proposed change in zoning district classification and standards apply to such uses are appropriate in the immediate area of the land to be reclassified due to the existing zoning and uses surrounding this property; and There are no other factors that will substantially affect public health, safety, morals, or general welfare.**
SECOND: **Council Member Greene**
VOTE: **UNANIMOUS (10-0)**

10.02 TA24-11 - Tobacco and Hemp Retail Amendment

Mr. Will Deaton, Planning and Zoning Manager, presented this item with the aid of a PowerPoint presentation and stated included in your packet is the proposed text amendment to the Unified Development Ordinance to regulate tobacco and hemp retail products based on the recently adopted Cumberland County Ordinance.

At the City Council's January work session, a council request was made asking staff to review a proposed ordinance change by Cumberland County. The Cumberland County proposed text amendment and definition was approved by the Cumberland County Commissioners on January 16, 2024.

Upon the City Council's direction from the May 6th work session, this item went before the Planning Commission for a legislative hearing and recommendation, with a focus on regulation of tobacco and hemp retail through the principal use of the subject property. Following the Planning Commission's recommendation, the proposed text amendment will be presented to the City Council, this time for a legislative hearing, review, and decision.

The proposed amendment to the City's ordinance is similar to the text that was adopted by the Cumberland County Commissioners. However, the City's proposed ordinance change expands the separation distance to 1,000 feet and includes religious institutions. Legal provided clarification regarding the ability of local governments to provide for distance separation from specific uses as intended by the requested text amendment.

Discussion ensued.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2024-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-9, DEFINITIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2024-017A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2024-017B

MOTION: **Council Member Haire moved to approval of the proposed text amendment with the modification of 1,000 feet distance of separation to include any forms of education, business owners, and community**
SECOND: **Council Member Davis**

VOTE: **PASSED by a vote of 7 in favor to 3 in opposition (Council Members Benavente, Banks-McLaughlin, and Hondros)**

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:45 p.m.

Respectfully submitted,

_____	_____
PAMELA J. MEGILL	MITCH COLVIN
City Clerk	Mayor
102824	

City of Fayetteville

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

City Council Action Memo

File Number: 25-4816

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A2

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

THRU: **Jodi Phelps, Assistant City Manager**

FROM: **Jennifer Ayre, MMC, City Clerk**

DATE: **August 11, 2025**

RE:

Approve City Council Policies Review Committee Recommendation

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal VI - Citizen Engagement and Partnerships

Executive Summary:

The City Council Policies Review Committee reviewed eight City Council Policies at the June 17 meeting. From the meeting the Committee unanimously approved revisions to City Council Policy 115.15, Protocol 11 - City Council Request to Add Agenda Items.

The Committee Members are Council Member Derrick Thompson (Chair), Mayor Pro Tem Kathy Jensen, and Council Member D.J. Haire. Staff serving this Committee are Lachelle Pulliam, City Attorney, Jeffrey Yates, Assistant City Manager, Jodi Phelps, Assistant City Manager, and Jennifer Ayre, City Clerk.

Background:

At the May 20, 2025, and June 17, 2025, Committee Meetings, discussion ensued regarding the time allowance for agenda item requests based on Policy # 115.15, Protocol 11 - City Council Request to Add Agenda Items.

At the June 17, 2025, meeting Ms. Jennifer Ayre, City Clerk, presented the recommended edits from the May 20, 2025 meeting for City Council Policy 115.15.

Under Protocol 9 add "*C. It is recommended for Council Member Requests, that Council Members reach out to one another in advance of the Work Session".*

Under Protocol 11 "The Council Member making the request will be given 5 minutes at the end of the Work Session to make a presentation in support of their request *and 5 minutes will be allotted for questions for a total of 10 minutes."*

Consensus of the Committee was to approve the changes and add to the August 11, 2025 Regular Meeting Consent Agenda.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
1. Council accept all recommended revisions as attached to this CCAM (as presented).
2. Council do not accept all recommended revisions and provide direction to Council Policy Committee and staff

Recommended Action:
Council accepts all recommended revisions as presented.

Attachments:
City Council Policies:
115.15 - City Council Request to Add Agenda Items

City Council Requests for Information from Staff:

Protocol 1 – Simple Information (Readily available – Typically taking less than 5 minutes but occasionally up to 20 minutes)

a. Contact the appropriate Assistant City Manager, Department Director or designated departmental employee
b. City Manager may choose to handle matters personally whenever he/she deems it appropriate
c. Not necessary to share with entire City Council

Protocol 2 – Complex Information or Research (Requiring staff time of more than 20 minutes but less than one hour)

a. Contact the City Manager or appropriate Assistant City Manager
b. City Manager will seek City Council direction if necessary
c. City Manager must respond with information to entire City Council

Protocol 3 – Question on Agenda Item

a. Contact the City Manager, appropriate Assistant City Manager or the City Attorney
b. The City Manager's Office or City Attorney will respond with information to entire City Council
c. "Okay" to re-ask the question at the City Council meeting
d. Motions are to be clear and concise and should be restated by the Mayor or City Clerk to ensure the motion is correctly recorded and appropriate and clear direction is provided to staff.

Protocol 4 – City Council Request for Lobbying or Legislative Advocacy

a. Council Member should submit request to City Manager for assignment to staff or lobbyist as appropriate. This ensures the City is able to coordinate efforts.
b. City Manager shall generally use previous City Council positions, Strategic Plan, and NCLM Legislative Advocacy Goals to guide current legislative positions in the absence of specific direction
c. In the event the City Manager determines that the legislative interest of the City is unclear, City Manager will refer the issue to City Council for direction

Protocol 5 – City Council Request of PWC for Information

a. Council Member should submit information request to City Manager for assignment to staff.

City Council Service Request From Citizens:

Protocol 6 – Citizen Service Requests

Intent:

- Help citizens to understand the City's process and City Council responsibility
- Provide a timely, accurate response
- Be accountable for City actions
- Recognize that some citizens have special needs – limited capacity to learn, use the system or access to technology

Protocol:

a. If the Citizen has not contacted the City:
    1. Refer the citizen to Fay-Fix-It, 433-1FAY or www.1fay.com work order system or,
    2. Link the citizen to appropriate person or department
    3. The Chief of Staff or Designee is the City Council point of contact for follow-up tracking

b. If the Citizen has an unresolved or unsatisfactory response to an issue:
    1. Ask citizen for name and/or department of concern
    2. Contact the Corporate Communications Director for follow up
    3. Chief of Staff or Designee will coordinate with appropriate Department Director or Assistant City Manager
    4. Chief of Staff or Designee will respond to City Council Member with resolution

c. For police matters, Council Members should request citizens call the Police Department (9-1-1) directly

City Council Staff Expectations:

Protocol 7 – City Staff Response Time

a. Staff will acknowledge City Council email or voicemail within 48 hours (refers to business days; excludes weekends)
b. Staff will respond with information to the entire Council if protocol 2 or 3 applies
c. Response not required on weekends unless it is an emergency
d. **Emergency** – Place call to the City Manager

Protocol 8 – Public Meetings Held by Staff

a. The ranking City Council Member (Mayor, Mayor Pro Tem, District Council Member, or Senior Member) should be invited to give welcoming remarks of less than 1 minute. This also applies when staff is invited to meetings held by others.
b. All City Council Members present should be recognized by the ranking member of City Council in the welcoming remarks. If no remarks are given, staff shall recognize members of Council present.
c. City Council Member will not campaign or make stump speeches.

City Council Interactions:

Protocol 9 – Communication among Mayor and City Council

a. To be determined by City Council
b. Adhere to Code of Conduct

Protocol 10 - Council Work Session Policy

a. Council does not take formal votes.
    1. Formal Votes at Work Sessions are only permissible in the event a final policy decision is required prior to the next regular City Council meeting.
    2. In the event Council desires to take a formal binding vote during a Work Session:
        i. A procedural motion must be made and approved to add the agenda item. (Requires ¾ of Body or 8)
        ii. A substantive motion and vote can then be taken on the item. (Requires simple majority)
b. Normal options include:
    1. No Action – Council simply accepts information and provides comment as appropriate
    2. Forward for Action – Majority of Council votes to forward item to Regular Council meeting for action.
    3. Additional Information – Council directs staff to obtain additional information or develop revised proposal(s). Item will be brought back by staff to a future Work Session.
    4. No Direction – Staff work completed. No majority of Council to move item forward.
c. Once discussion of item has ended, the item can come back to future Work Session via Council Request Process. (see below)

Protocol 11 – Council Member Request to Add Agenda Items (Replaces current code)

a. All Council agenda requests will be presented at a monthly Work Session.

b. The request will be submitted prior to close of business Monday one week prior to the Work Session meeting.
c. The Councilmember making the request will be given 5 minutes at the end of the Work Session to make a presentation in support of their request.
d. It requires a majority vote to direct staff to incorporate the requested item into staff's work plan and bring it back to a future Work Session or regular Council meeting.

Protocol 12 – Council Modification of Existing Agenda

a. In the event Council desires, or the City Manager requests to add an item to a published regular meeting agenda:
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    3.

Protocol 13 – Review of Agenda Items

Consistent with Section 2-3(b) of the City Code, the agenda for any meeting of the City Council shall be prepared by the City Manager. The City Manager shall make agenda items available for review by the Mayor and Mayor Pro Tem prior to the items being placed on the agenda.

Code of Conduct

1. Adhere to the City's Core values. Serve the citizens and lead the organization with R.E.S.P.E.C.T.
2. Focus on what is "best for the City"
3. Communicate in an open, transparent, direct and truthful manner
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10. Decide as a Council and support the City Council decision

City of Fayetteville

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

City Council Action Memo

File Number: 25-4773

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A3

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

THRU: **Kelly Strickland - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director

FROM: **Craig Harmon - Senior Planner**
Demetrios Moutos - Planner I

DATE: **August 11, 2025**

RE:

Approve **P25-35.** A rezoning request from MR-5 to OI at 815 Washington Drive (0437188863000) and 780 Blue Street (0437187555000), owned by Endowment Fund of Fayetteville State University and represented by Wesley Fountain of FSU.

COUNCIL DISTRICT(S):

2 - Malik Davis

Relationship To Strategic Plan:

Goal II: Responsive City Government Supporting a Diverse and Viable Economy

- **Objective 2.2: Invest in community places to ensure revitalization and increase quality of life**
  - The rezoning supports the long-term institutional development of Fayetteville State University (FSU), helping anchor investment and improve the area's stability, image, and livability.
- **Objective 2.3: Leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income**
  - University expansion directly impacts workforce development, higher education attainment, and employment opportunities, all of which are economic multipliers.

Goal III: City Investment in Today and Tomorrow

- **Objective 3.2: Manage the City's future growth and strategic land use**
  - The rezoning supports the City's comprehensive planning priorities by enabling infill development that aligns with Fayetteville State University's Master Plan and promotes logical, orderly growth.
- **Objective 3.4: Revitalize neighborhoods with effective code enforcement and violations abatement**
  - Redevelopment of vacant parcels into institutional uses that serve residents and the broader community contributes to neighborhood stabilization and visual improvement.

Goal IV: Desirable Place to Live, Work, and Recreate

- **Objective 4.5: Ensure a place for people to live in great neighborhoods**

    - The transition to OI zoning provides the framework for future institutional development that remains compatible with surrounding residential uses, helping reinforce neighborhood quality and access to services.
- **Objective 4.6: Reduce poverty and homelessness**
    - Though indirectly, this rezoning supports educational attainment and access to opportunity through university expansion - critical upstream strategies for reducing systemic poverty in underserved areas.

Goal VI: Collaborative Citizen and Business Engagement

- **Objective 6.1: Ensure collaborative relationships with the business community, local governments, military, and stakeholders**
    - The City's support of institutional zoning for FSU exemplifies a collaborative planning approach with a major regional partner to further shared development goals.

These goals demonstrate that the proposed rezoning contributes to Fayetteville's strategic vision of coordinated land use planning, equitable economic development, and neighborhood revitalization by enabling the university to grow in a way that complements surrounding communities and strengthens the city as a whole.

Executive Summary:

Fayetteville State University is requesting to rezone two vacant parcels totaling 5.94 acres at 815 Washington Drive and 780 Blue Street from MR-5 (Mixed Residential 5) to OI (Office and Institutional) to support long-term campus expansion. The proposed rezoning would enable future development of university-related facilities such as academic buildings, administrative offices, and student support services, in alignment with FSU's recently adopted Master Plan. Surrounded by a mix of residential and commercial zoning districts, the site provides a strategic transition area for institutional growth that complements the surrounding neighborhood. The request aligns with several goals of the City's Strategic Plan, including support for infill development, strategic land use, institutional partnerships, and neighborhood revitalization. Staff finds the request consistent with adopted policies and supportive of coordinated, community-minded growth.

Background:

Owner: Endowment Fund of Fayetteville State University
Applicant: Wesley Fountain of Fayetteville State University
Requested Action: MR-5 to OI
REID: 0437188863000 & 0437187555000
Status of Property: The site is currently vacant, fenced off with no active uses.
Size: 5.94 acres
Adjoining Land Use & Zoning:

- North - MR-5
- South - CC
- East - MR-5
- West - MR-5 & CC

Letters Mailed: 88
Annual Average Daily Traffic (AADT):

- Bragg Blvd - 24,000
- Murchison Rd - 16,000
- Marin Luther King Jr. Fwy - 26,000

Land Use Plans:

With the adoption of the 2040 Comprehensive Plan: Future Land Use Map & Plan on May 26, 2020, all properties within the city limits-as well as those located within the Municipal Influence Area (MIA)-are subject to its guidance. According to the Plan, this area is designated for Commercial Strip Redevelopment (CSR), which envisions a mixed-use commercial corridor that incorporates higher-density residential development to attract private investment. The CSR designation targets clusters of underutilized strip commercial properties, aiming to transform them into more vibrant, economically productive spaces.

Issues/Analysis:

History:
The subject properties were conveyed to Fayetteville State University Foundation, Inc. by a Non-Warranty Deed recorded on February 20, 2014 (Book 9387, Pages 0422-0423, Cumberland County Registry). The deed transferred ownership of approximately 5.94 acres - consisting of Tract 2 and Tract 3 as shown on Plat Book 111, Page 69 - to the Foundation from The Board of Trustees of the Endowment Fund of Fayetteville State University. The purpose of the transfer was to support the university's institutional growth and strategic land planning efforts. The deed includes standard legal exceptions for taxes, easements, and rights-of-way, as well as a noted trail easement dedication. Since acquisition, the site has remained vacant and is currently fenced, pending future development aligned with Fayetteville State University's Master Plan.
Surrounding Area:

The surrounding area includes a combination of zoning districts - MR-5, SF-6, and CC - highlighting a diverse mix of residential and commercial uses. Changing the zoning to OI would provide a balanced transition between these existing districts and reinforce Fayetteville State University's plans for intentional, community-focused development.

Rezoning Request:
Land within the City is generally classified by the Unified Development Ordinance (UDO) to be within one of many base zoning districts. Land may be reclassified to one of several comparable zoning districts in accordance with Section 30-2.C.

Straight Zoning:
The applicant is requesting a rezoning from Mixed Residential 5 (MR-5) to Office and Institutional (OI).
The Office and Institutional (OI) zoning district is intended to accommodate a mix of low-intensity, small-scale professional offices, institutional uses, limited personal services, and supporting retail. It also permits a range of residential uses, including single-family detached, single-family attached, and multi-family housing. The district is designed to promote compatibility among diverse uses through development and design standards

outlined in Article 30-5 of the Unified Development Ordinance (UDO). OI districts are typically located near residential neighborhoods and often function as a transitional zone between residential and more intensive commercial areas. As many OI-zoned areas evolve from previously residential land, new development is expected to reflect the surrounding neighborhood's scale, physical design, and character.
A rezoning to a general base zoning district such as OI - without conditions - permits all uses listed for that district in the UDO's Use Table. The Zoning Commission is not authorized to impose limitations on allowable uses, use standards, development intensities, or other regulations that apply to the district.

Land Use Plan Analysis:
The subject properties are located within an area designated as Commercial Strip Redevelopment (CSR) on the City of Fayetteville's 2040 Future Land Use Map (FLUM). The CSR character area is intended to promote mixed-use redevelopment of underutilized commercial corridors by encouraging higher-density residential uses alongside commercial activity. These areas are typically older strip commercial sites that the City has identified as having strategic potential for reinvestment and revitalization.
The requested rezoning from Mixed Residential 5 (MR-5) to Office and Institutional (OI) is consistent with the goals and intent of the CSR designation. The OI zoning district allows for medium-intensity nonresidential uses, including education institutions, professional offices, and supporting services - uses that can activate underused land and encourage reinvestment in line with the CSR framework. Additionally, the OI district permits certain residential uses, such as multifamily housing, when developed under appropriate standards, aligning with the CSR objective of incorporating higher-density residential components into mixed-use redevelopment.
Furthermore, the rezoning supports the City's broader shift away from traditional, segregated land use categories toward a more flexible and integrated character-based planning model. As described in the FLUM narrative, Fayetteville's new character areas emphasize appropriate mixtures of land uses and scales rather than rigid use separation. The subject parcels, currently vacant and university-owned, present an opportunity to implement this vision through institutional investment that blends with nearby residential and commercial zones.
Overall, the proposed OI rezoning aligns with the Future Land Use Map's intent for the area and advances the City's long-term planning goals by encouraging infill, adaptive reuse, and coordinated redevelopment in a designated CSR zone.

Consistency with Future Land Use Goals and Policies:
The proposed rezoning from Mixed Residential 5 (MR-5) to Office and Institutional (OI) aligns with several goals and policy recommendations outlined in the City's Future Land Use Plan. Situated within city limits and already served by public infrastructure, the subject parcels are located near Fayetteville State University (FSU), a key institutional anchor. The rezoning supports Goal 1 by facilitating infill development near established infrastructure, and advances Goal 2 through the promotion of institutional expansion that contributes to local economic growth. The site lies within a Commercial Strip Redevelopment (CSR) area, reinforcing Goal 3 by enabling reinvestment in underutilized land along a key corridor. The proposal also supports Goal 4 by enhancing neighborhood stability through thoughtful institutional uses and supports Goal 6 by leveraging the

strategic value of education institutions.
The request is consistent with Policy LU-1.1, as the site is well-served by infrastructure and urban services, and with LU-1.2, which encourages greater land use intensity within reinvestment focus areas like CSR corridors. The site is located in the city limits (and consequently within the City's MIA - LU-1.4) and will comply with applicable zoning and development standards. Adequate infrastructure exists to support future development, meeting the intent of LU-1.6, and the proposal discourages leapfrog development by promoting central-city infill (LU-1.7).
The proposed OI district is listed as a priority economic development area (LU-2.1) and complements broader regional workforce and institutional development efforts consistent with LU-2.3 and LU-2.5. As an underutilized site within a designated CSR area, the rezoning directly supports LU-3.1, LU-3.2, and LU-3.3 by removing regulatory barriers to reinvestment and creating synergy between city revitalization priorities and university expansion plans.
While no specific development is proposed at this time, the OI district is subject to robust site design standards outlined in the UDO, aligning with LU-4.1 and LU-4.2 regarding pedestrian connectivity, landscaping, and neighborhood compatibility. The rezoning enables future redevelopment that may trigger visual and functional enhancements along Murchison Road, consistent with LU-5.1 and LU-5.2, and supports Complete Streets objectives through likely improvements to the pedestrian realm.
The OI district also provides a strong foundation for high-quality urban design (LU-6.1) and passive crime prevention through environment design principles (LU-6.2). While primarily non-residential, OI zoning allows for certain multi-family or campus housing uses, supporting goals related to housing diversity, neighborhood stability, and workforce proximity (LU-7.1-LU-7.4).
If developed in accordance with zoning standards, future institutional uses could integrate open space, stormwater management, and natural feature preservation, aligning with LU-8.1-LU-8.3. Additionally, future site design could facilitate greenway access (LU-9.1, LU-9.2) and low-impact development practices (LU-10.1-LU-10.3), particularly given the site's proximity to wooded or riparian features. Should any portion of the site fall within a flood hazard area, the OI district allows for appropriate mitigation in accordance with LU-10.4.
The rezoning does not conflict with LU-11 policies regarding compatibility with military operations. Moreover, OI zoning supports long-term collaboration and shared service potential with Fort Bragg and other public institutions, consistent with LU-12.1-LU-12.5.
Finally, the proposal directly supports LU-13.1 and LU-13.3, encouraging development that complements FSU's mission and long-range plans. By facilitating land use flexibility and institutional reinvestment, the rezoning positions the area for coordinated, sustainable growth in partnership with Fayetteville's education community.

Conclusion:
The proposed rezoning from Mixed Residential 5 (MR-5) to Office and Institutional (OI) is a logical and well-supported step toward implementing the City of Fayetteville's long-range land use vision. The subject properties, owned by the Fayetteville State University Foundation and strategically positioned within a Commercial Strip Redevelopment (CSR) area, offer a prime opportunity for infill and institutional development in alignment with both the City's Future Land Use Plan and the university's

campus planning efforts. Surrounded by a mix of residential and commercial zoning districts, the OI designation would provide an appropriate transitional buffer while enabling low- to medium-intensity institutional and residential uses consistent with neighborhood scale. The rezoning is in harmony with numerous land use policies that promote infill, adaptive reuse, multimodal connectivity, environmental stewardship, and intergovernmental coordination - particularly those supporting the growth of educational institutions and the revitalization of key corridors. Given the site's existing infrastructure, its proximity to Fayetteville State University, and its alignment with adopted planning goals, the request is a responsible and forward-looking land use decision. Staff recommends approval.

Budget Impact:

The proposed rezoning is expected to have minimal immediate impact on the City's budget, as no development is currently proposed and the site is already served by public infrastructure. However, the long-term fiscal outlook is likely positive. While future university-related development may include tax-exempt uses, it could still lead to increased land values, ancillary taxable development, and economic activity that supports local businesses and job creation. The OI designation also encourages low-intensity uses that place less strain on city services compared to higher-density zoning districts. As Fayetteville State University continues to implement its Master Plan, the City may benefit indirectly through strengthened institutional partnerships, workforce expansion, and potential public-private collaboration on infrastructure improvements. Overall, the rezoning aligns with fiscally responsible land use planning by facilitating coordinated infill development, encouraging reinvestment in a designated revitalization area, and leveraging the presence of a major education anchor to promote long-term economic and community growth.

Options:

1. **Deny the Application**
    a. The City Council may deny the request if it determines that the proposed rezoning is inconsistent with the City's adopted plans, would have negative impacts on surrounding neighborhoods, or does not promote a pattern of development that is reasonable or in the public interest. A statement would need to explain the inconsistency with the Future Land Use Map (FLUM) or goals and why maintaining MR-5 better serves the public.
2. **Approve to a More Restricted Zoning District**
    a. If the City Council believes the OI district would allow uses that are too intense for the area or out of character with adjacent development, it may recommend rezoning to a more restricted district that better aligns with the surrounding land uses while still supporting some institutional expansion. The accompanying statement must explain how the alternative zoning better satisfies the City's plans and protects neighborhood character.
3. **Approve with a Reduction in Area Included**
    a. The City Council may recommend approval of only a portion of the requested area if it finds that only part of the site is appropriate for OI zoning due to adjacent land use conflicts, environmental constraints, or

infrastructure limitations. The recommendation should identify the reduced boundaries and explain how the modified scope maintains consistency with City plans and serves the public interest.

4. **Approve the Application as Submitted**
    a. The City Council may fully approve of the rezoning request as submitted, finding it consistent with the City's Future Land Use Map and long-term planning goals. A written statement should affirm the requests alignment with the Commercial Strip Redevelopment (CSR) character area, highlight its support for Fayetteville State University's growth and investment, and explain how the OI district facilitates a reasonable, coordinated, and context sensitive development pattern that serves the broader public interest.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council move to APPROVE the map amendment to Office and Institutional (OI) based on the following:

- The proposed zoning map amendment is consistent with the policies adopted in the Future Land Use Plan (FLUP), particularly within the Commercial Strip Redevelopment (CSR) character area, and aligns with the development goals and intent of the Unified Development Ordinance (UDO).
- The uses permitted by the proposed OI zoning classification and the standards that apply to those uses are appropriate in the immediate area, given the proximity to Fayetteville State University and the surrounding mix of residential, institutional, and commercial zoning districts.
- The rezoning supports coordinated, intentional growth, and institutional reinvestment in a way that promotes public health, safety, and general welfare, with no adverse impacts anticipated.

Attachments:

1. Plan Application
2. Aerial Notification Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Property
6. Surrounding Property Photos
7. Consistency and Reasonableness Statement

Planning & Zoning
433 Hay Street
Fayetteville, NC 28301
910-433-1612
www.fayettevillenc.gov

Project Overview #1753452

Project Title: 815 Washington Drive (Parcel ID: 0437-18-8863) and 780 Blue Street (Parcel ID: 0437-18-7555)

Application Type: 5.1) Rezoning (Map Amendment)

Workflow: Staff Review

Jurisdiction: City of Fayetteville

State: NC

County: Cumberland

Project Location

Project Address or PIN:

- 815 WASHINGTON DR (0437188863000)
- 780 BLUE ST (0437187555000)

Zip Code: 28301

Is it in Fayetteville? If you're not sure, click this link: Cumberland County Tax Office GIS system

GIS Verified Data

Project Address:

- 815 WASHINGTON DR
- 780 BLUE ST

General Project Information

Has the land been the subject of a map amendment application in the last five years?: No

Previous Amendment Case #:

Acreage to be Rezoned: 5.94

Water Service: Public

Previous Amendment Approval Date:

Proposed Zoning District: Office/Insitutional (OI)

Is this application related to an annexation?: No

Sewer Service: Public

A) Please describe all existing uses of the land and existing structures on the site, if any:

The site is currently a vacant, fenced-off lot with no active use. It was acquired to support the future expansion of Fayetteville State University. There are no buildings or structures currently present on the property.

B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:

Fayetteville State University is requesting the rezoning of two university-owned properties located at 815 Washington Drive and 780 Blue Street. These parcels are currently zoned MR-5 (Mixed Residential 5), which is intended to allow a variety of residential housing types ranging from single-family homes to multi-family units at moderate to high densities. The MR-5 zoning also permits certain community-serving uses like daycares, small-scale retail, and institutional facilities.

While the current zoning supports residential development, the university is seeking to rezone the properties to OI (Office and Institutional) to better align with our long-term vision for campus growth and community engagement. The OI district allows for low-intensity office and institutional uses, such as educational facilities, professional offices, and supporting services, alongside residential uses. This zoning would provide the flexibility needed to support future university-related facilities that are compatible with the surrounding neighborhood in both scale and character.

The properties are surrounded by a mix of zoning districts, including MR-5 (Mixed Residential 5), SF-6 (Single-Family Residential 6), and CC (Community Commercial), which reflects the areas blend of residential and commercial uses. Rezoning to OI would help create a thoughtful transition between these zones while supporting Fayetteville State Universitys ongoing commitment to responsible and community-minded growth.

Amendment Justification - Answer all questions on this and all pages in this section (upload additional sheets as needed).

A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:

The proposed rezoning is consistent with Fayetteville State Universitys recently completed Master Plan, which outlines a strategic vision for campus expansion, improved connectivity, and the integration of university facilities within the surrounding community. The plan emphasizes the need for flexible land use that supports academic growth, student services, and community engagement through mixed-use and institutional development.

Rezoning the properties at 815 Washington Drive and 780 Blue Street from MR-5 (Mixed Residential 5) to OI (Office and Institutional) aligns with this vision by allowing a broader range of uses that directly support the universitys long-term goals, such as administrative offices, academic buildings, support services, and compatible residential development. The OI zoning also reflects the universitys intent to serve as a community anchor while ensuring that future development respects the scale and character of adjacent neighborhoods.

In addition, the proposed amendment is in harmony with the City of Fayettevilles comprehensive planning efforts, which encourage strategic infill development, the strengthening of institutional anchors, and the creation of transitions between residential and more intensive uses. This rezoning supports those objectives and promotes coordinated, sustainable growth that benefits both the university and the wider community.

B) Are there changed conditions that require an amendment? :

N/A

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
The proposed rezoning from MR-5 to OI addresses a demonstrated community need by supporting the continued growth and long-term vision of Fayetteville State University, as outlined in its recently completed Master Plan. As the university expands its academic offerings, student enrollment, and community engagement initiatives, there is a growing need for additional space that is zoned to accommodate institutional uses such as educational facilities, administrative offices, and support services. Rezoning to OI will provide the flexibility needed to meet these demands while also allowing for uses that benefit the broader community, including access to educational resources, public services, and potential collaborative spaces. This amendment aligns with the universitys mission to promote educational opportunity and community development, particularly in historically underserved areas, thereby addressing a critical need for accessible, high-quality education and economic opportunity in the region.

D) State the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and why it is the appropriate zoning district for the land.:
The proposed amendment to rezone the subject properties from MR-5 to OI is compatible with both existing and proposed uses surrounding the site. The surrounding area includes a mix of residential zoning districts such as MR-5, SF-6, and CC, reflecting a blend of housing, institutional, and small-scale commercial activity. The OI (Office and Institutional) zoning district is specifically designed to serve as a transitional zone between residential neighborhoods and more intense commercial uses, making it well-suited for this location. Rezoning to OI will allow Fayetteville State University to thoughtfully expand in a way that respects the scale and character of adjacent properties while supporting uses such as administrative offices, academic spaces, and community-serving facilities. These uses are consistent with the areas development pattern and the universitys role as a longstanding institutional presence in the neighborhood. Given the universitys planned growth and its integration into the surrounding community, the OI district represents an appropriate and compatible zoning classification for the subject land.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
The OI zoning district serves as an appropriate transition between nearby residential neighborhoods and more intense commercial zones, helping to create a balanced land use framework. This rezoning enables the university to expand in a cohesive and planned manner, ensuring that new development is compatible in scale and design with adjacent uses. Additionally, it promotes efficient land use by accommodating institutional and educational functions within an area already influenced by the universitys presence, minimizing land use conflicts and encouraging connectivity with the surrounding community.

F) State the extent to which the proposed amendment might encourage premature development.:
The proposed amendment is not expected to encourage premature development. Instead, it supports a deliberate and strategic approach to land use that aligns with Fayetteville State Universitys recently completed Master Plan and long-term institutional goals. The properties in question have already been acquired by the university for future expansion, and the rezoning to OI is intended to prepare the land for planned, phased development as needs arise. This ensures that any future use of the site will be thoughtfully integrated into both the campus and the surrounding community.

G) State the extent to which the proposed amendment results in strip-style commercial development.:
The proposed amendment does not result in strip-style commercial development. While Fayetteville State University does operate strip-style commercial activity at its Bronco Midtown property, there are no short- or long-term plans to develop similar uses on the subject site. The intent of this rezoning is to support the universitys institutional growth in alignment with its recently completed Master Plan.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:
The proposed amendment does not result in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts. The subject properties are located in an area that already contains a mix of zoning classifications, including MR-5 (Mixed Residential), SF-6 (Single-Family Residential), and CC (Community Commercial). The requested OI (Office and Institutional) zoning is compatible with this existing mix and serves as an appropriate transition between residential and commercial uses. Given Fayetteville State Universitys existing presence in the area and the institutional nature of the proposed uses, the rezoning represents a logical extension of current land use patterns rather than an isolated or incompatible zoning district.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:

The proposed amendment is not expected to result in significant adverse impacts on the property values of surrounding lands. Rezoning the subject properties from MR-5 to OI will allow for low-intensity institutional and office uses that are compatible in scale and character with the surrounding neighborhood. Fayetteville State University has a long-standing presence in the area, and the proposed zoning supports planned, mission-driven development aligned with our Master Plan. The OI district includes design standards intended to ensure compatibility with adjacent residential properties, helping to preserve neighborhood character and minimize potential negative impacts. Furthermore, institutional investment in the area can have a stabilizing effect on property values by promoting well-maintained development, increased public investment, and improved infrastructure over time.

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:

The proposed amendment is not expected to result in significantly adverse impacts on the natural environment. The site is currently a vacant, fenced lot with no existing structures, and it has already been disturbed from previous use. Any future development under the proposed OI (Office and Institutional) zoning would be subject to the City of Fayettevilles development and environmental regulations, including stormwater management, landscaping, and erosion control requirements outlined in Article 30-5 of the Development Ordinance. Additionally, Fayetteville State University is committed to responsible, sustainable development practices that align with both its institutional values and the long-term well-being of the surrounding community and environment.

Primary Contact Information

Contractor's NC ID#:

Project Owner
Wesley Fountain
Fayetteville State University
1200 Murchison Road
Fayetteville, NC 28301
P:9106721685
wtfountain01@uncfsu.edu

Project Contact - Agent/Representative
Wesley Fountain
Fayetteville State University
1200 Murchison Road
Fayetteville, NC 28301
P:9106721685
wtfountain01@uncfsu.edu

Property Owner Email: wtfountain01@uncfsu.edu

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds $40,000. :

NC State General Contractor's License Number:

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Indicate which of the following project contacts should be included on this project:

Aerial

Case #: P25-35

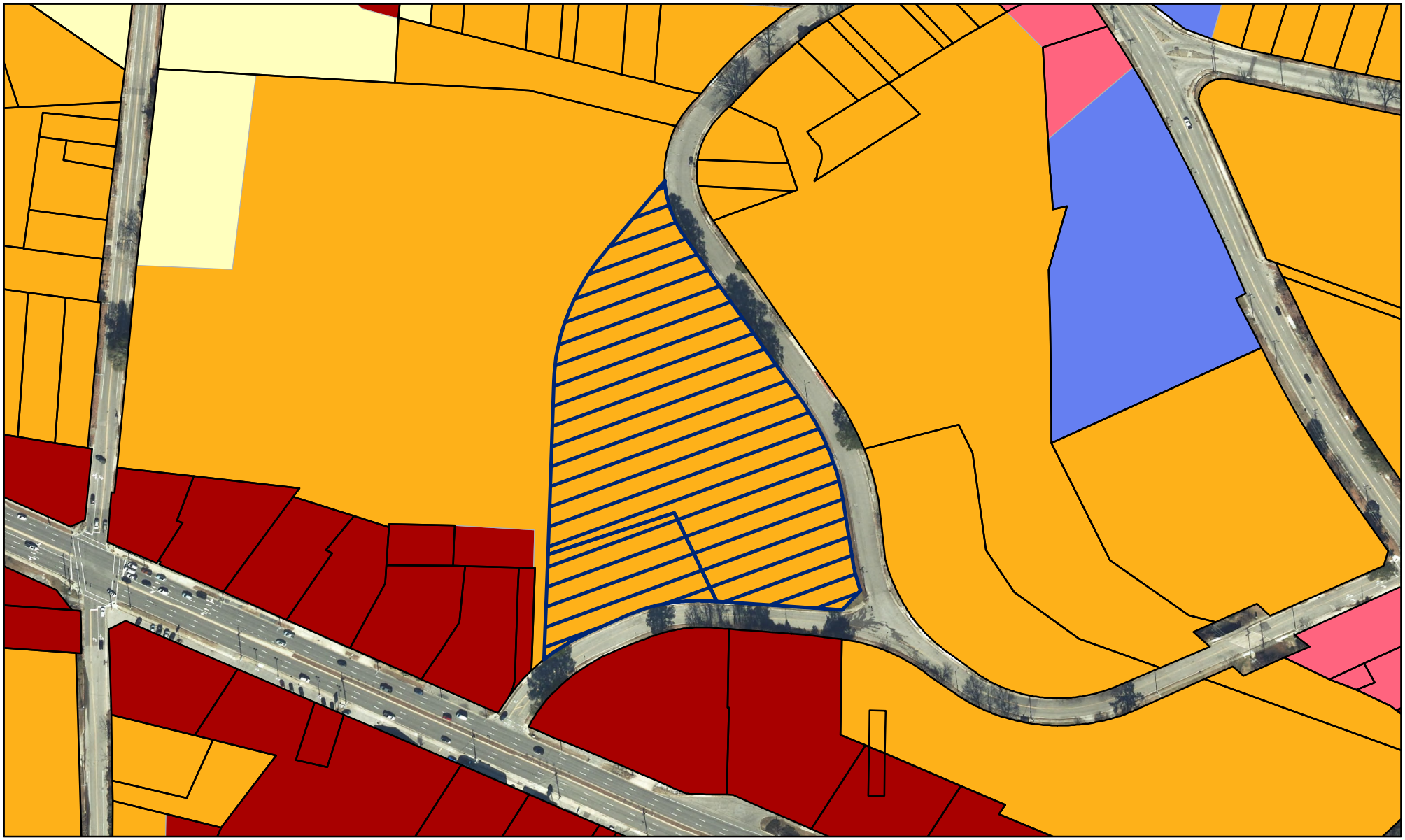
REQUEST: MR-5 to OI

LOCATION: 815 Washington Drive
780 Blue Street
0437188836000
0437187555000

P25-35

N

Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.



Zoning

Case #: P25-35

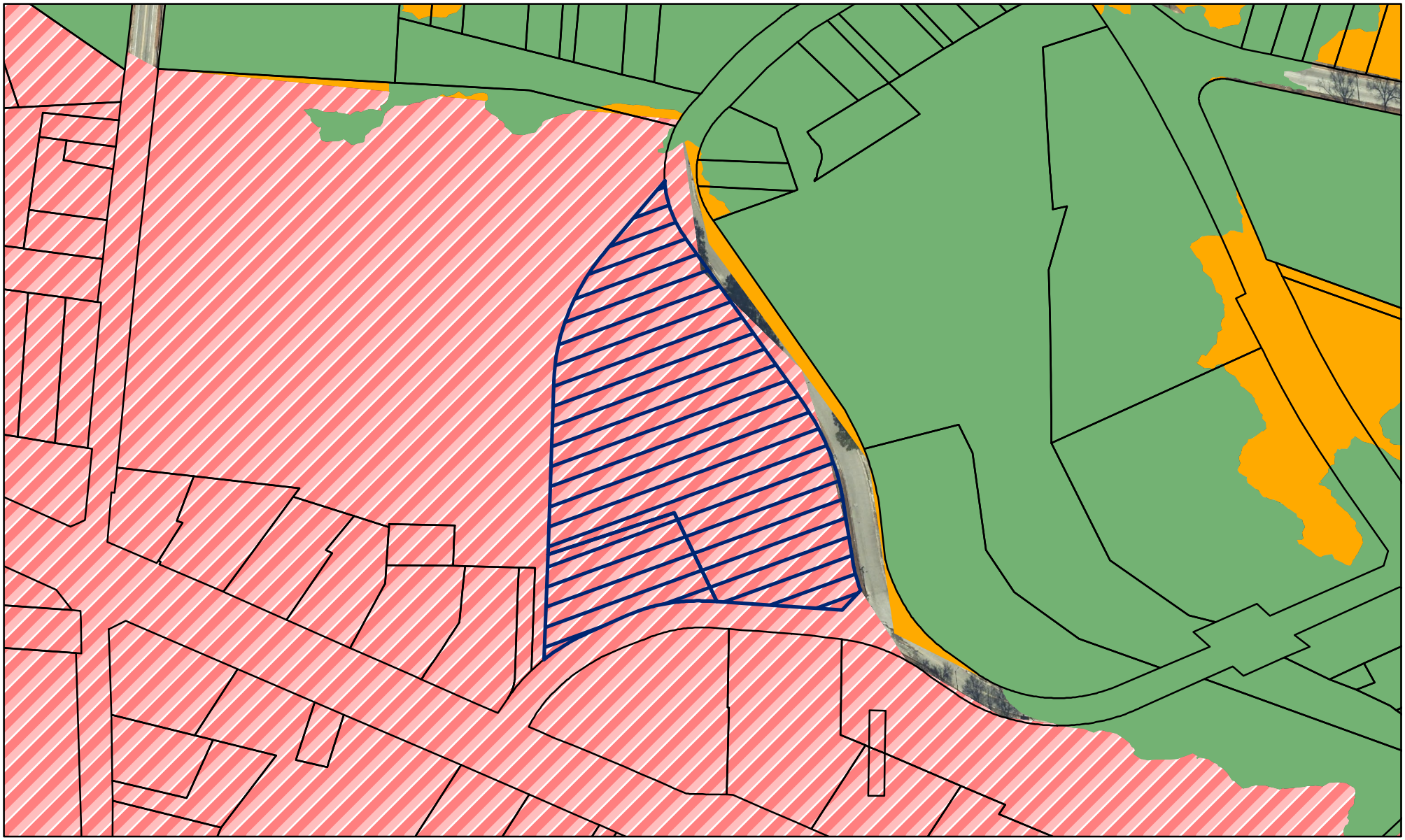
REQUEST: MR-5 to OI

LOCATION: 815 Washington Drive
780 Blue Street
0437188836000
0437187555000

- P25-35
- CC - Community Commercial
- LC - Limited Commercial
- MR-5 - Mixed Residential 5
- OI - Office & Institutional
- SF-6 - Single-Family Residential 6

N

Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.



Future Land Use

Case #: P25-35

REQUEST: MR-5 to OI

LOCATION: 815 Washington Drive
780 Blue Street
0437188836000
0437187555000

P25-35

PARKOS - PARK / OPEN SPACE

HDR - HIGH DENSITY RESIDENTIAL

CSR - COMMERCIAL STRIP REDEVELOPMENT

N

Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.

FAYETTEVILLE NC

Subject Property

FAYETTEVILLE NC

Surrounding Area

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-35 is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan:

Consistency

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
Goal 1: Focus value and investments around infrastructure and strategic nodes • The subject parcels are located within city limits and are already served by public infrastructure, including road access, water and sewer, and emergency services	X	
Goal 2: Support diverse economic opportunities • OI zoning enables institutional and office uses that complement regional employment and educational hubs, supporting economic development near Fayetteville State University.	X	
Goal 3: Encourage redevelopment and infill development • The CSR designation encourages reinvestment in underutilized corridors like Murchison Road. Rezoning enables infill development aligned with citywide revitalization objectives.	X	
Goal 4: Foster safe, stable, and attractive neighborhoods • OI zoning introduces design standards that support context-sensitive development, improving the built environment's quality and compatibility with adjacent land uses.	X	
Goal 6: Promote quality urban design and complete streets • Article 30-5 of the UDO ensures sidewalk connectivity, landscaping, and site design standards appropriate for institutional and mixed-use environments.	X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1.1: Promote growth in areas with existing infrastructure	X	
LUP 1.2: Encourage more intense uses in reinvestment areas	X	

LUP 1.4: Guide development within the Municipal Influence Area (MIA)	X	
LUP 1.6-1.7: Support compact, infill development	X	
LUP 2.1, 2.3, 2.5: Expand institutional employment in CSR corridors	X	
LUP 3.1-3.3: Encourage quality urban design and pedestrian-friendly infrastructure	X	
LUP 4.1-4.2: Ensure quality urban design and pedestrian-friendly infrastructure	X	
LUP 6.1-6.2: Encourage CPTED design principles	X	
LUP 7.1-7.4: Support housing variety and neighborhood compatibility	X	
LUP 10.1-10.3: Encourage low-impact development where feasible	X	

3. The proposed amendment is consistent with the Future Land Use Map as follows:

X	The proposed land use is consistent and aligns with the area's designation on the FLU Map.	**OR**		The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
X	The proposed designation, as requested, would permit uses that are complementary to those existing on adjacent tracts.	**OR**		The proposed designation, as requested, would permit uses that are incongruous to those existing on adjacent tracts.

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the polices of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

X The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community.

_____ The amendment includes conditions that limit potential negative impacts on neighboring uses.

X The proposed uses address the needs of the area and/or City.

X The proposal adapts the zoning code to reflect modern land-use trends and patterns.

The amendment is also in the public interest because it: [select all that apply]

X improves consistency with the long-range plan.

X improves the tax base.

____ preserves environmental and/or cultural resources.

X facilitates a desired kind of development.

____ provides needed housing/commercial area.

Additional comments, if any (write-in):

July 8, 2025
Date

Chair Signature

Robert Wright
Print

City of Fayetteville

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

City Council Action Memo

File Number: 25-4814

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A4

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

THRU: **Kelly Strickland - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director

FROM: **Craig Harmon, Senior Planner**

DATE: **August 11, 2025**

RE:

Approve P25-36: A request to rezoning property from Residential MR-5 to Industrial & Conservation LI & CD at Unaddressed Country Club & Distribution Dr. (REID #0429534492000) owned by PELICAN PROPERTY HOLDINGS LLC;CJR PROPERTY HOLDINGS LLC;K&JS PROPERTIES LLC.

COUNCIL DISTRICT(S):

3 - Mario Benavente

Relationship To Strategic Plan:

Goal II: Responsive City Government Supporting a Diverse and Viable Economy

- Objective 2.1 - To ensure a diverse City tax base

Goal III: City invested in Today and Tomorrow

- Objective 3.2 - To manage the City's future growth and strategic land use.

Executive Summary:

Zoning Commission Action Requested

The Zoning Commission received and reviewed the recommendation of the Professional Planning Staff and approved the proposed rezoning request as part of the legislative agenda. It now moves to the City Council for final action.

Rezoning Request Summary

The applicant is requesting to rezone a 123.48-acre parcel located at the intersection of Country Club Drive and Distribution Drive from Mixed Residential 5 (MR-5) to Light Industrial (LI) and Conservation District (CD). The proposed rezoning would facilitate appropriate industrial development in accordance with the Future Land Use Plan, while also preserving environmentally sensitive areas by designating floodplain portions of the site as Conservation District.

A legislative hearing for this case was held on July 8, 2025. Following the hearing, the Zoning Commission voted 4-0 to recommend approval of the rezoning request.

Background:

Owner: PELICAN PROPERTY HOLDINGS LLC;CJR PROPERTY HOLDINGS LLC;K&JS PROPERTIES LLC
Applicant: Lorie Epler
Requested Action: MR-5 to LI & CD
REID #: 0429534492000
Council District: 7 - Brenda McNair
Status of Property: Vacant
Size: 123.48-acres
Adjoining Land Use & Zoning:

- North: SF-10 & LI - Vacant
- South: SF-6, CC & LI - Mobile Home Park, Warehousing, and Industrial Uses
- East: SF-10 - Rose Lake, Lakebed
- West: SF-6, CC & LI - Mobile Home Park, Warehousing, and Industrial Uses

Annual Average Daily Traffic: Country Club Dr: 24,000
Letters Mailed: 248

Issues/Analysis:

History

According to Cumberland County GIS imagery, the subject property has remained undeveloped since at least 1968. As shown on the attached contour map, a significant portion of the site presents topographic challenges. However, the most suitable area for development is a relatively flat section located directly north of the adjacent Whispering Pine Village mobile home park. This area was cleared between 2010 and 2012.

Surrounding Area

The surrounding area features a mix of residential and industrial uses. Immediately to the north and east is vacant land, largely comprising the former Rose Lake lakebed. To the south and west lies Whispering Pine Village, a mobile home park. The southeastern portion of the area is developed with industrial operations, including Healy Wholesale, Steel Fab, and Atlantic Emergency Solutions.

Land Use Plan

The Future Land Use Map and Plan designates this area for **Industrial/Employment Center** development. This designation supports high-intensity, nonresidential uses that may generate significant impacts or nuisances. Typical uses include regional employment hubs, large-scale industrial facilities, and business parks.

Consistency and Reasonableness

The application is consistent with the adopted Future Land Use Plan, which includes goals, policies, and implementation strategies designed to encourage strategic and compatible growth. The proposed use aligns with the vision for this area and supports the intent of the plan, as outlined in the attached Consistency and Reasonableness Statement.

Conclusion

The Future Land Use Plan recommends that the subject property, along with adjacent parcels to the southwest, be developed as an **Industrial/Employment Center**. This recommendation complements existing industrial development along Distribution Drive and reinforces the area's long-term development strategy.

Budget Impact:

There is not an immediate budgetary impact but there will be an economic impact associated with this rezoning that will occur due to taxes collected in the future.

Options:

1. Approve the map amendment to LI and CD as presented based on the evidence submitted and finds that the rezoning is consistent with the Future Land Use Plan as demonstrated by the attached consistency and reasonableness statement (recommended)
2. Approve the map amendment to a more restrictive zoning district based on the evidence submitted and finds that the map amendment would be consistent with the Future Land Use Plan and an amended consistency statement.
3. Deny the map amendment request based on the evidence submitted and finds that the map amendment is inconsistent with the Future Land Use Plan.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council approve the proposed zoning map amendment to Light Industrial (LI) and Conservation District (CD) based on the following findings:

- Consistency with Adopted Plans: The proposed amendment is consistent with the goals, policies, and objectives outlined in the Future Land Use Plan (FLUP) and complies with the intent and provisions of the Unified Development Ordinance (UDO).
- Appropriateness of Zoning Classification: The permitted uses and development standards associated with the Light Industrial (LI) zoning district are appropriate for the subject site, given its location, surrounding zoning designations, and existing land use context.
- No Adverse Impacts: There are no anticipated negative impacts on public health, safety, morals, or general welfare as a result of the proposed rezoning.

Attachments:

1. Plan Application
2. Aerial Notification Map

3. Zoning Map
4. Land Use Plan Map
5. Subject Property
6. Surrounding Property Photos
7. Contours
8. Consistency and Reasonableness Statement

Planning & Zoning
433 Hay Street
Fayetteville, NC 28301
910-433-1612
www.fayettevillenc.gov

Project Overview #1752279

Project Title: ROSE LAKE TRACT
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 0 ? DR (0429534492000)
Zip Code: 28303

Is it in Fayetteville? If you're not sure, click this link: Cumberland County Tax Office GIS system

GIS Verified Data

Project Address: 0 ? DR

General Project Information

Has the land been the subject of a map amendment application in the last five years?: No
Previous Amendment Approval Date:
Previous Amendment Case #:
Proposed Zoning District: LI/CD
Acreage to be Rezoned: 123.48
Is this application related to an annexation?: No
Water Service: Public
Sewer Service: Public

A) Please describe all existing uses of the land and existing structures on the site, if any:
VACANT LAND

NO STRUCTURES

B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
NORTH: HI - CITY, HI - BARNHILL CONTRACTING

WEST: LI - STEELFAB OF VIRGINIA, HI - VACANT, SF6 & CC - MOBILE HOME PARK

SOUTH: COUNTRY CLUB DRIVE

EAST: SF10 - OLD ROSE LAKE LAKE BED AND TWO HOMES

Amendment Justification - Answer all questions on this and all pages in this section (upload additional sheets as needed).

A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:
THE OWNER WISHES TO REZONE THE PORTION OF THE PROPERTY OUTSIDE THE FLOOD PLANE TO LI. THE AREA IN THE FLOOD PLANE IS REQUESTED TO BE CD.

THE LAND USE PLAN CALLS FOR INDUSTRIAL/EMPLOYMENT FOR THIS AREA SO THE REQUESTED ZONING IS IN COMPLETE COMPLIANCE WITH THAT PLAN.

B) Are there changed conditions that require an amendment? :
NO

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
THERE IS A DEMONSTRATED COMMUNITY NEED FOR MORE INDUSTRIAL PROPERTY. GIVEN IT'S LOCATION AND SURROUNDING USES, THIS PARCEL IS IDEAL FOR THIS ZONING.

D) State the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and why it is the appropriate zoning district for the land.:
SEE PREVIOUS ANSWER.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
DUE TO THE LOCATION AND THE USE OF SURROUNDING PROPERTIES, THIS IS THE MOST LOGICAL USE OF THE PROPERTY.

F) State the extent to which the proposed amendment might encourage premature development.:
THIS PROPOSED USE WILL IN NO WAY ENCOURAGE PREMATURE DEVELOPMENT.

G) State the extent to which the proposed amendment results in strip-style commercial development.:
TO NO EXTENT.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:
THE REQUESTED ZONING IS PREVALENT IN THIS AREA.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:
GIVEN THE EXISTING ZONING AND USES OF SURROUNDING LANDS, THERE WILL BE NO ADVERSE EFFECTS ON SURROUNDING LAND VALUES.

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:
THE REQUESTED ZONING DISTRICT WILL PRESERVE THE NATURAL ENVIRONMENT IN THAT THE OWNER HAS REQUEST PROPERTY CURRENTLY ZONED MR5 WITHIN THE FLOOD ZONE BE ZONED CD.

Primary Contact Information

Contractor's NC ID#:

Project Owner
RJ WILLIAMS
PELICAN PROPERTY HOLDINGS, LLC
2709 THORNGROVE CT., 1
FAYETTEVILLE, NC 28303
P:910.864.1125
RJWILLIAMS@C-SPROP.COM

Project Contact - Agent/Representative
LORI EPLER
Larry King & Assoc.
1333 Morganton Road, Fayetteville
Fayetteville, NC 28305
P:9104834300
LEPLER@LKANDA.COM

Property Owner Email: PWILLIAMS@C-SPROP.COM

Project Contact - Primary Point of Contact for the Developer
GEORGE ARMSTRON
CJR PROPERTY HOLDINGS, LLC
2709 THORNGROVE CT. , SUITE 2
FAYETTEVILLE, NC 28303
P:910.864.3232
GEORGEA@C-SPROP.COM

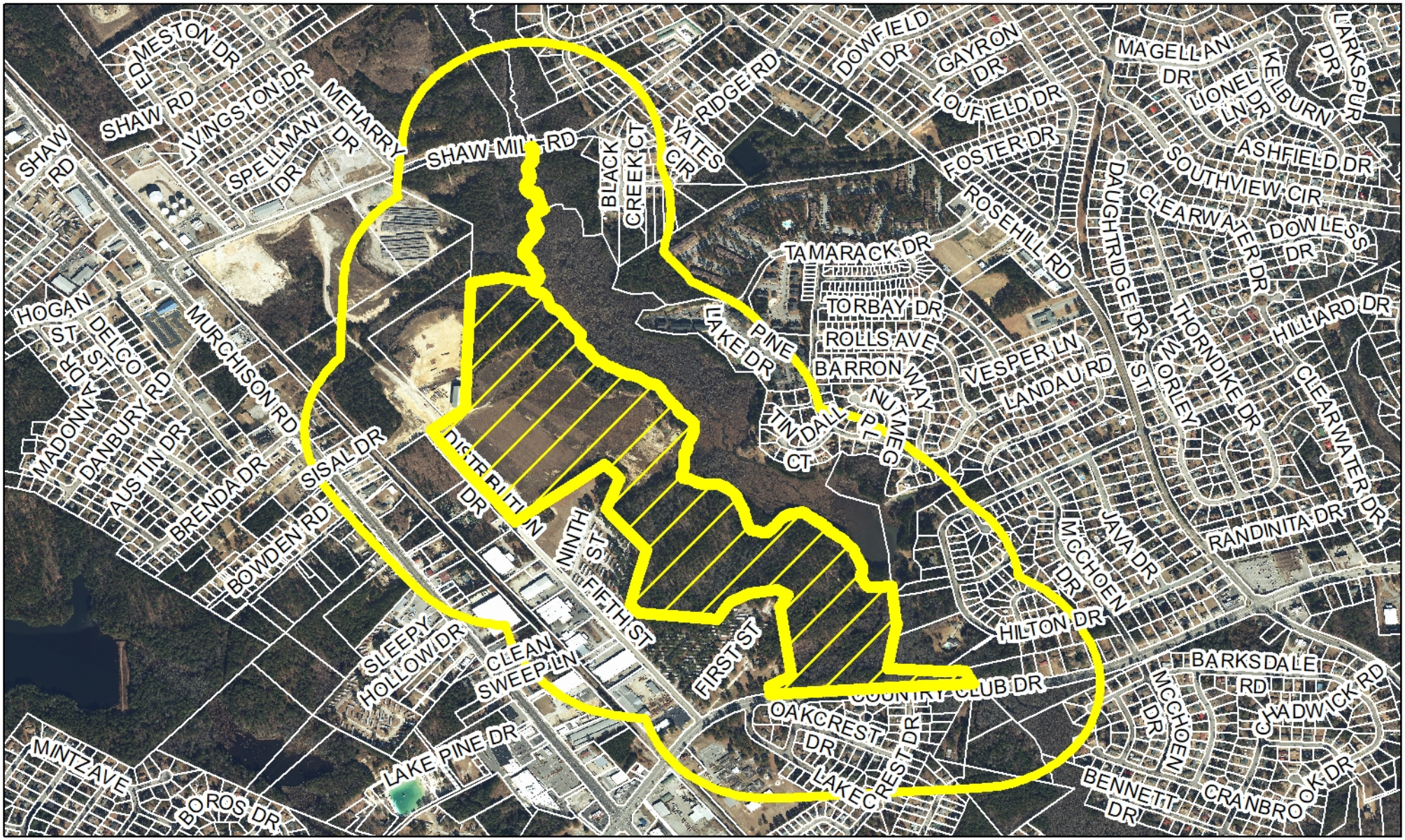
As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds $40,000. :

Project Contact - General Contractor
JOE RIDDLE
K&Js PROPERTIES, LLC
PO BOX 53729
FAYETTEVILLE, NC 28305
P:910-864-3135
RIDDLECOMMERCIAL@AOL.COM

NC State General Contractor's License Number: 12345

NC State Electrical Contractor #1 License Number:
NC State Electrical Contractor #2 License Number:
NC State Electrical Contractor #3 License Number:
NC State Mechanical Contractor's #1 License Number:
NC State Mechanical Contractor's #2 License Number:
NC State Mechanical Contractor #3 License Number:
NC State Plumbing Contractor #1 License Number:
NC State Plumbing Contractor #2 License Number:

Indicate which of the following project contacts should be included on this project: Developer,General Contractor



Aerial

Case #: P25-36

Letters are being sent to all property owners within the 1,000' buffer. Subject property is shown in the hatched pattern.

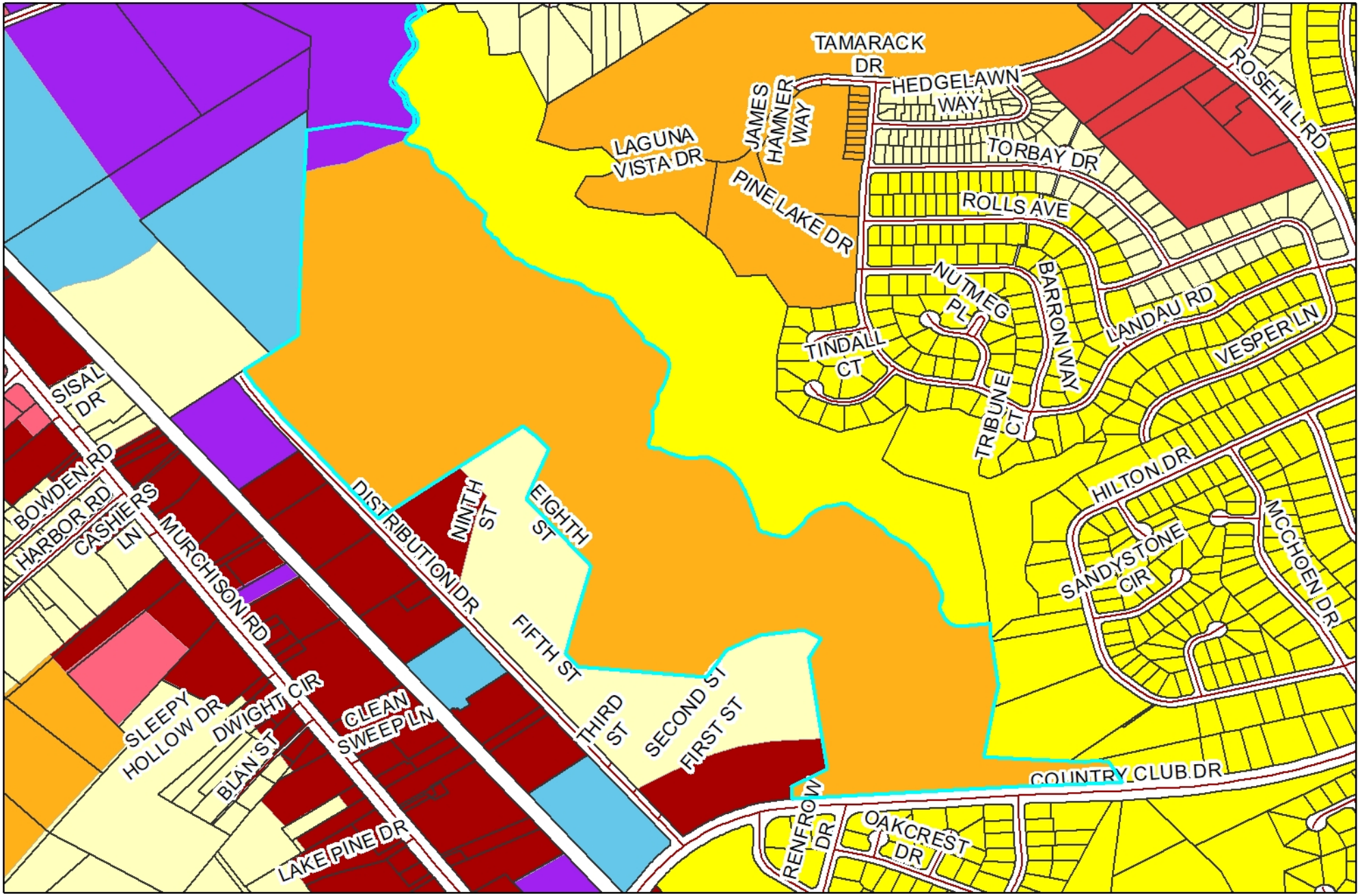
1,000 Foot Notification Area

REQUEST: Rezoning MR-5 to LI & CD

LOCATION: Unaddressed Country Club & Distribution Dr

N

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



Zoning Map

Case #: P25-36

REQUEST: Rezoning MR-5 to LI & CD

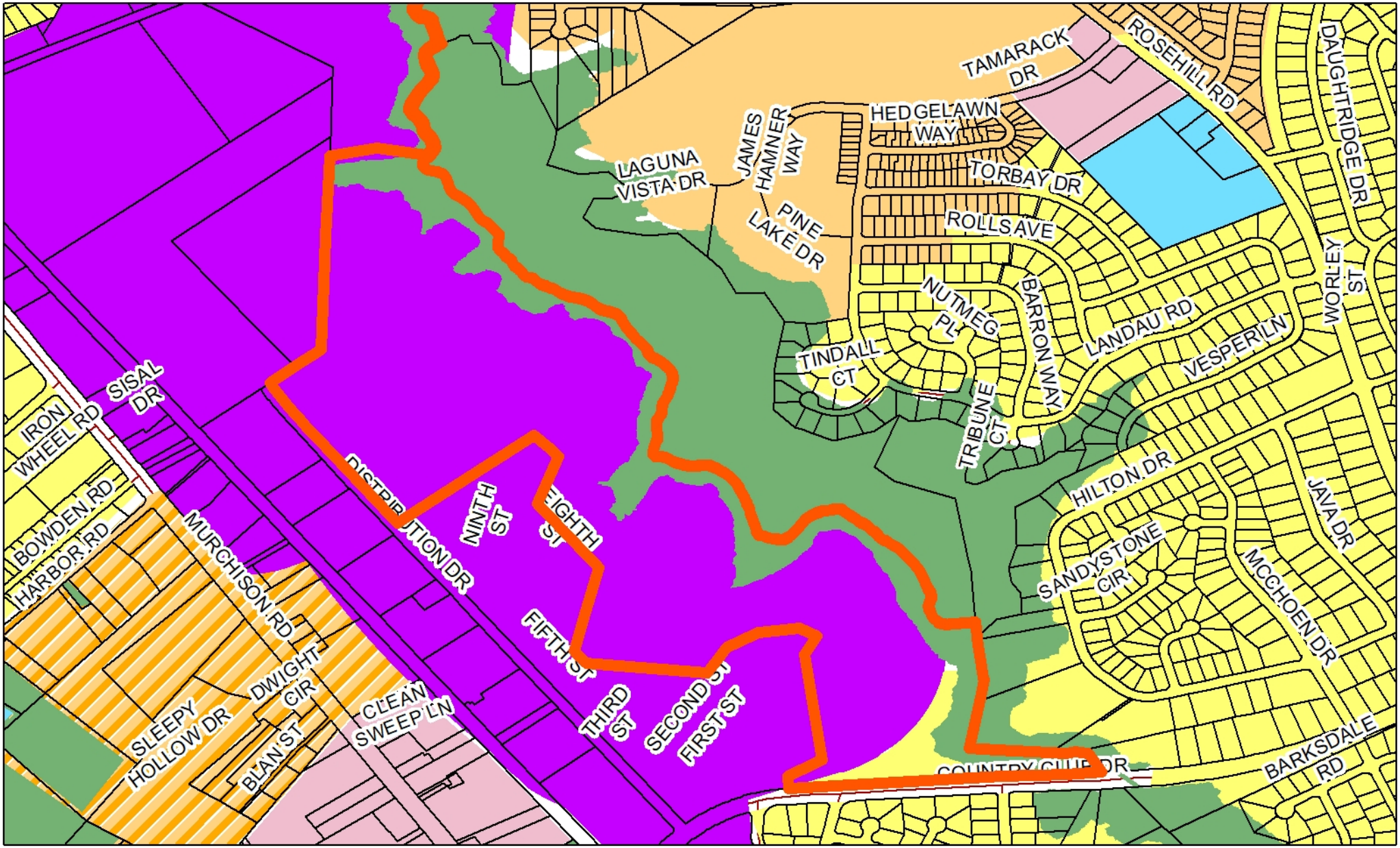
LOCATION: Country Club & Distribution Drives

Legend

- CC - Community Commercial
- HI - Heavy Industrial
- LC - Limited Commercial
- LI - Light Industrial
- MR-5 - Mixed Residential 5
- NC - Neighborhood Commercial
- SF-6 - Single-Family Residential 6
- SF-10 - Single-Family Residential 10

N W E S

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



Land Use Map

Case #: P25-36

REQUEST: Rezoning MR-5 to LI & CD

LOCATION: Country Club & Distribution Drives

Legend

Land Use Plan 2040

Character Areas

- PARKOS - PARK / OPEN SPACE
- LDR - LOW DENSITY
- MDR - MEDIUM DENSITY
- NIR - NEIGHBORHOOD IMPROVEMENT
- NMU - NEIGHBORHOOD MIXED USE
- OI - OFFICE / INSTITUTIONAL
- EC - EMPLOYMENT CENTER

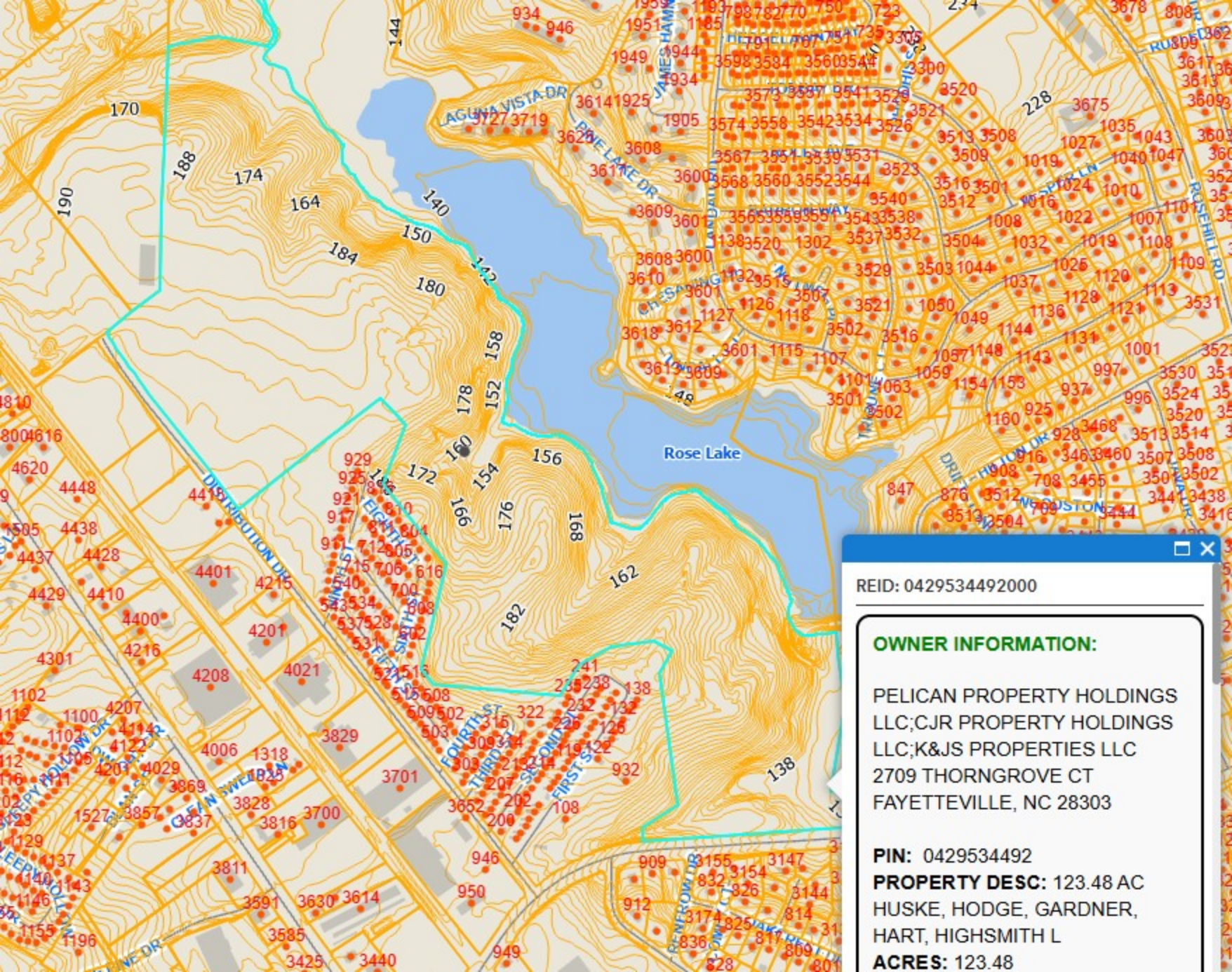
N
W E
S

FAYETTEVILLE NC

Subject Property

FAYETTEVILLE NC

Surrounding Properties


Rose Lake
REID: 0429534492000
OWNER INFORMATION:
PELICAN PROPERTY HOLDINGS LLC;CJR PROPERTY HOLDINGS LLC;K&JS PROPERTIES LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303
PIN: 0429534492
PROPERTY DESC: 123.48 AC HUSKE, HODGE, GARDNER, HART, HIGHSMITH L
ACRES: 123.48

Consistency and Reasonableness Statement

Map Amendments

Pursuant N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-36 is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan:

Consistency

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
GOAL #1: Focus value and investments around infrastructure and strategic nodes	X	
GOAL #4: Foster safe, stable, and attractive neighborhoods	X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1: Encourage growth in areas well-served by infrastructure and urban services, including roads, utilities, parks, schools, police, fire, and emergency services.	X	
1.2: Encourage more intense uses, greater mix of uses and denser residential types in key focal areas.	X	
LUP 3: Encourage redevelopment along underutilized commercial strip corridors and reinvestment in distressed residential neighborhoods	X	
3.2: Identify potential barriers for redevelopment and reinvestment and provide flexibility through modifications to development regulations while maintaining high standards.	X	
LUP 4: Create well-designed and walkable commercial and mixed use districts.	X	
4.1: Ensure new development meets basic site design standards	X	

3. The proposed amendment is consistent with the Future Land Use Map as follows:

X	The proposed land use is consistent and aligns with the area's designation on the FLU Map.	OR		The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
X	The proposed designation, as requested, would permit uses that are complimentary to those existing on adjacent tracts.	OR		The proposed designation, as requested, would permit uses that are incongruous to those existing on adjacent tracts.

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the polices of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

X The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community.

____ The amendment includes conditions that limit potential negative impacts on neighboring uses.

X The proposed uses address the needs of the area and/or City.

X The proposal adapts the zoning code to reflect modern land-use trends and patterns.

The amendment is also in the public interest because it: [select all that apply]

X improves consistency with the long-range plan.

X improves the tax base.

____ preserves environmental and/or cultural resources.

X facilitates a desired kind of development.

X provides needed housing/commercial area.

Additional comments, if any (write-in):

July 8, 2025
Date

Chair Signature

Robert Wright
Print

City of Fayetteville

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

City Council Action Memo

File Number: 25-4813

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A5

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

THRU: **Kelly Strickland - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director

FROM: **Craig Harmon - Senior Planner**

DATE: **August 11, 2025**

RE:

Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.

COUNCIL DISTRICT(S):

1 - Kathy Jensen

Relationship To Strategic Plan:

Goal II: Responsive City Government Supporting a Diverse and Viable Economy
Goal III: City Invested in Today and Tomorrow

Executive Summary:

Property owners are seeking to rezone a 2.1-acre parcel in the northwest corner of the intersection of McArthur Road and Stacy Weaver Drive from Single-Family Residential 10 (SF-10) to Limited Commercial Conditional Zoning (LC/CZ) to facilitate redevelopment of the property as a convenience store with fuel sales.

On July 8, 2025, the Zoning Commission held a legislative hearing regarding this case. The Commission voted 3-1 to recommend approval.

Background:

Owners: PAUL THOMPSON DEVELOPMENT CORP
Applicant: Patrick Budronis & Ashley Ballard, Deaco Group
Requested Action: SF-10 to LC/CZ
REID #: 0530028255000 & a portion of 0530120415000
Council District: 1 - Kathy Jensen
Status of Properties: Single Family Residential (formally used as commercial)
Size: 2.1 acres ±
Adjoining Land Use and Zoning:

North: SF-10 - Vacant & Single Family Residential
South: OI - McArthur Road and Library
East: SF-10 - Residential

West: LC - Vacant

- Annual Average Daily Traffic 2022
  McArthur Rd: 15,000 & 12,500 Stacy Weaver Dr
- Postcards Mailed: 125

2040 Comprehensive Land Use Plan and Map:

Comprehensive plans and future land use maps are essential tools for guiding long-term development decisions. Fayetteville's 2040 Comprehensive Plan, adopted in May 2020, is a product of extensive community engagement and outlines the city's vision for future growth.

The plan designates the subject property for NMU - Neighborhood Mixed-Use development, allowing for a blend of residential and commercial uses within a walkable environment. This designation supports a mix of housing types, including multi-family, attached, and single-family homes, with varying building heights up to three stories. Lower-density development is encouraged at the area's periphery.

Issues/Analysis:

History: Cumberland County GIS records indicate the property has had a single-family home on it since at least 1968. Small scale commercial activity started on the property sometime prior to 1995.

Rezoning Request: This proposal seeks to rezone a 2.1-acres from Single-Family Residential 10 (SF-10) to Limited Commercial Conditional (LC/CZ) zoning to accommodate a proposed convenience store with fuel sales (7-Eleven gas station) as shown on the attached concept plan.

The LC/CZ zoning district permits a range of moderate-intensity commercial activities serving multiple neighborhoods, including grocery stores, gas stations, restaurants, and retail shops. This zoning category prioritizes compatibility with residential areas, discouraging high-impact commercial uses. Mixed-use development, with residential units above commercial spaces, is encouraged. The property is connected to public water and sewer infrastructure and has not been recently annexed.

The project is anticipated to promote logical and orderly growth by expanding existing commercial uses within a designated area. This rezoning would complete the land use plans designation for all four corners of this intersection to become commercial.

Conditional Zoning:

The request is for a conditional zoning from SF-10 to LC/CZ.

The purpose of the CZ zoning district is "intended to provide a landowner and the City an alternative to rezoning the land to a standard base zoning district, where the base zoning allows certain uses and development that may be appropriate but also allow uses and development that may not conform to City plans or would have adverse impacts on public facilities or surrounding lands. Reclassification of land to a conditional zoning district allows a landowner to propose, and the City Council to consider, additional conditions or restrictions on the range of allowable uses, use standards, development intensities, development standards, and other regulations applicable in the parallel base zoning district. This enables the City to tailor a zoning classification to accommodate desirable development while avoiding or addressing anticipated problems that may arise from development otherwise allowed by the base zoning district."

Specifics of this Conditional Zoning:

Petitioner proposes that the application be granted such that the development is made in a substantially similar fashion to the Site Plan submitted. All development would still be subject to the requirements of the UDO and any agencies or boards of the City responsible for monitoring and directing development.

Conditions offered by the owner:

1. **A 4 foot tall chain link fence shall be provided around the proposed storm water dry pond.**

2. **The storm water retention pond will be designed as a dry pond.**

3. **An 8 foot tall wooden privacy fence shall be located along the rear and side property lines that abut residential zoning.**

4. **A 20 foot undisturbed buffer with additional evergreen trees planted every 15 feet where possible shall be included along the rear property line. At a minimum, a double row of evergreen plantings spaced at 15 feet will be provided within the buffer area.**

5. **All site lighting shall be shielded to prevent glare and light spill over to abutting residential properties along the real property line.**

The LC District is established and intended to accommodate a wider range of moderate-intensity general retail, business, and service uses that serve groups of neighborhoods instead of just an individual neighborhood-e.g., grocery stores, drugstores, large restaurants, gas stations, and higher order retail uses like specialty stores. The district is not intended to accommodate intensive commercial or other business uses. Residential uses are encouraged on the upper floors of nonresidential establishments. The district is subject to standards intended to ensure development is compatible with surrounding residential neighborhoods.

Land Use Plan Analysis:

The proposed rezoning aligns with the Future Land Use Plan's (FLUP) vision for a mixed-use neighborhood by introducing moderate-intensity commercial development. To fully realize the FLUP's goals, careful planning is essential to balance commercial activity with residential compatibility, address traffic concerns, and incorporate residential components. The Technical Review Committee will play a critical role in ensuring that any future development aligns with these principles.

Alignment with the 2040 Future Land Use Plan:

The proposed rezoning is consistent with the goals and strategies outlined in the 2040 Future Land Use Plan.

Strategic, Compatible Growth:

- Infrastructure Focus: The site's location along McArthur Road, is in an area with established infrastructure, aligns with the plan's emphasis on growth in well-served locations.
- Economic Development: The proposed gas store supports the plan's goal of promoting economic development by providing services to multiple neighborhoods.
- Commercial Corridor Revitalization: The project contributes to the revitalization of

underutilized commercial areas by introducing a new business to the corridor.

Safe, Stable, and Attractive Neighborhoods:

- Quality Neighborhoods: The LC zoning district's emphasis on compatibility with surrounding areas supports the creation of a stable and attractive neighborhood.
- Diverse Housing Options: While the immediate proposal focuses on commercial use, the potential for future residential development above commercial space aligns with the plan's goal of promoting a mix of housing types.

Environmental Stewardship:

- Open Space Preservation: The proposal can incorporate open space elements, exceeding the plan's minimum requirement and contributing to the overall green space network.
- Connected Greenways: Future planning efforts can integrate pedestrian pathways to connect the site to existing or planned greenways.
- Resiliency and Sustainability: By incorporating advanced stormwater management techniques and considering Low Impact Development (LID) strategies, the project can significantly reduce its environmental impact and contribute to the city's resiliency goals.

Budget Impact:

No immediate budgetary issues are seen, related to this rezoning.

Options:

1. City Council moves to approve the map amendment to LC/CZ as presented, finding it consistent with the Future Land Use Plan as demonstrated in the attached consistency and reasonableness statement.
2. City Council moves to approve the map amendment to LC/CZ with additional conditions offered by the owner, finding it consistent with the Future Land Use Plan as demonstrated in the amended consistency statement.
3. City Council moves to deny the map amendment request, finding it inconsistent with the Future Land Use Plan.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommends that the City Council approve the map amendment to LC/CZ. This recommendation is based on the following findings:

- The proposed zoning change aligns with the Future Land Use Plan (FLUP) and the Unified Development Ordinance (UDO).
- Permitted uses and development standards for the LC district are appropriate for the site given surrounding zoning and land uses.
- There are no anticipated negative impacts to public health, safety, morals, or general welfare.

Attachments:

1. Application
2. Aerial Notification Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Properties
6. Surrounding Properties
7. Concept Plan
8. Consistency and Reasonableness Statement

Planning & Zoning
433 Hay Street
Fayetteville, NC 28301
910-433-1612
www.fayettevillenc.gov

Project Overview #1761389

Project Title: 549 Stacy Weaver Drive
Application Type: 5.2) Conditional Rezoning
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 549 STACY WEAVER DR (0530028255000)
Zip Code: 28311

Is it in Fayetteville? If you're not sure, click this link: Cumberland County Tax Office GIS system

GIS Verified Data

Project Address: 549 STACY WEAVER DR

General Project Information

Proposed Conditional Zoning District: LC/CZ - Conditional Limited Commercial
Lot or Site Acreage to be rezoned: 2.1
Was a neighborhood meeting conducted?: Yes
Date of Neighborhood Meeting: 05/23/2025
Number of Residential Units:
Nonresidential Square Footage:

Landowner Information

Landowner Name: Paul Thompson Development
Deed Book and Page Number: 3099 /0513

Written Description of Request - Answer all the questions under this section (upload additional sheets as needed).

A) Describe the proposed use of the rezoned land, including the proposed types of site improvements, buildings, uses, proposed activities, hours of operation, and operating characteristics.:
The owner of the land (0530028225500 and a portion of 053012041500) desires to develop the property as a convenience store with fuel sales.

B) Describe the proposed conditions that should be applied.:
The proposed condition is to rezone the property to LC with the following conditions:

- A 4 foot tall chain link fence shall be provided around the proposed storm water dry pond.
- The storm water retention pond will be designed as a dry pond.
- An 8 foot tall wooden privacy fence shall be located along the rear and side property lines that abut residential zoning.
- A 20 foot undisturbed buffer with additional evergreen trees planted every 15 feet where possible shall be included along the rear property line. At a minimum, a double row of evergreen plantings spaced at 15 feet will be provided within the buffer area.
- All site lighting shall be shielded to prevent glare and light spill over to abutting residential properties along the real property line.

C) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
The adjacent properties are zoned SF-10, OI and LC. SF-10 zoning allows for single-family detached residential development, as well as small-scale multi-family dwellings, parks, open space, schools, and places of worship. OI accommodates a mix of small-scale, low-intensity professional business offices installations, along with limited service uses and low to moderate density residential uses .LC allows for a range of moderate-intensity commercial activities serving multiple neighborhoods, including grocery stores, gas stations, restaurants, and retail stores.

Amendment Justification - Answer all questions on this and all pages in this section (upload additional sheets as needed).

A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:
The proposed amendment is consistent with the goals and strategies outlined in the City's 2040 Comprehensive Plan as follows: The site's location along McArthur Road and Stacy Weaver Drive, is in an area with established infrastructure (including roads, utilities, parks, schools, police, fire, and emergency services) that aligns with the plan's emphasis on growth in well-served locations; The project creates well-designed and walkable commercial and mixed-used districts; The proposed use supports the plan's goal of promoting economic development by providing services to multiple neighborhoods, and create jobs for the community; The project contributes to the revitalization of underutilized commercial areas by introducing a new business to the corridor; The project incorporates storm water management techniques, reducing the project's environmental impact and increasing resiliency.

B) Are there changed conditions that require an amendment? :
No.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
The proposed project creates convenient access to essential foods and services, and creates employment opportunities, ranging from entry-level to management roles, for the community,

D) State the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and why it is the appropriate zoning district for the land.:
The subject property is currently zoned SF-10, and the surrounding properties are zoned SF-10, LC and OI. SF-10 zoning allows for single-family detached residential development, as well as small-scale multi-family dwellings, parks, open space, schools, and places of worship.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
The proposed amendment will expand existing commercial uses within a designated area. This rezoning will complete the land use plans designation for all four corners of the intersection to become commercial.

F) State the extent to which the proposed amendment might encourage premature development.:
The proposed amendment will not encourage premature development.

G) State the extent to which the proposed amendment results in strip-style commercial development.:
The proposed amendment will not result in strip-style commercial development.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:
The proposed amendment will not create an isolated district unrelated to the adjacent surrounding zoning districts.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:
The proposed amendment will not result in significant impacts on the property values of the surrounding lands. 7-Eleven's are common in a variety of residential and commercial areas and are typically desinged to integrate into the surrounding neighborhood. The presence of a clean, well-maintained, and well-lit retail option can often enhance the appeal of an area by increasing accesisbility to everyday goods and services, improving walkability, and contributing to a more vibrant, active community.

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:
The proposed amendment will not result in significant adverse impacts on the natural environment.

Primary Contact Information

Contractor's NC ID#:

Project Owner
Patrick Budronis

1646 W. Snow Ave., 63
Tampa, FL 33606
P:813.495.6536
pbudoronis@encore-re.com

Project Contact - Agent/Representative
Victoria Clarkson
The Charleston Group
201 Hay Street , 2000
Fayetteville, NC 28302
P:9104852500
vclarkson@charlestongroup.com

Property Owner Email:

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds $40,000. :

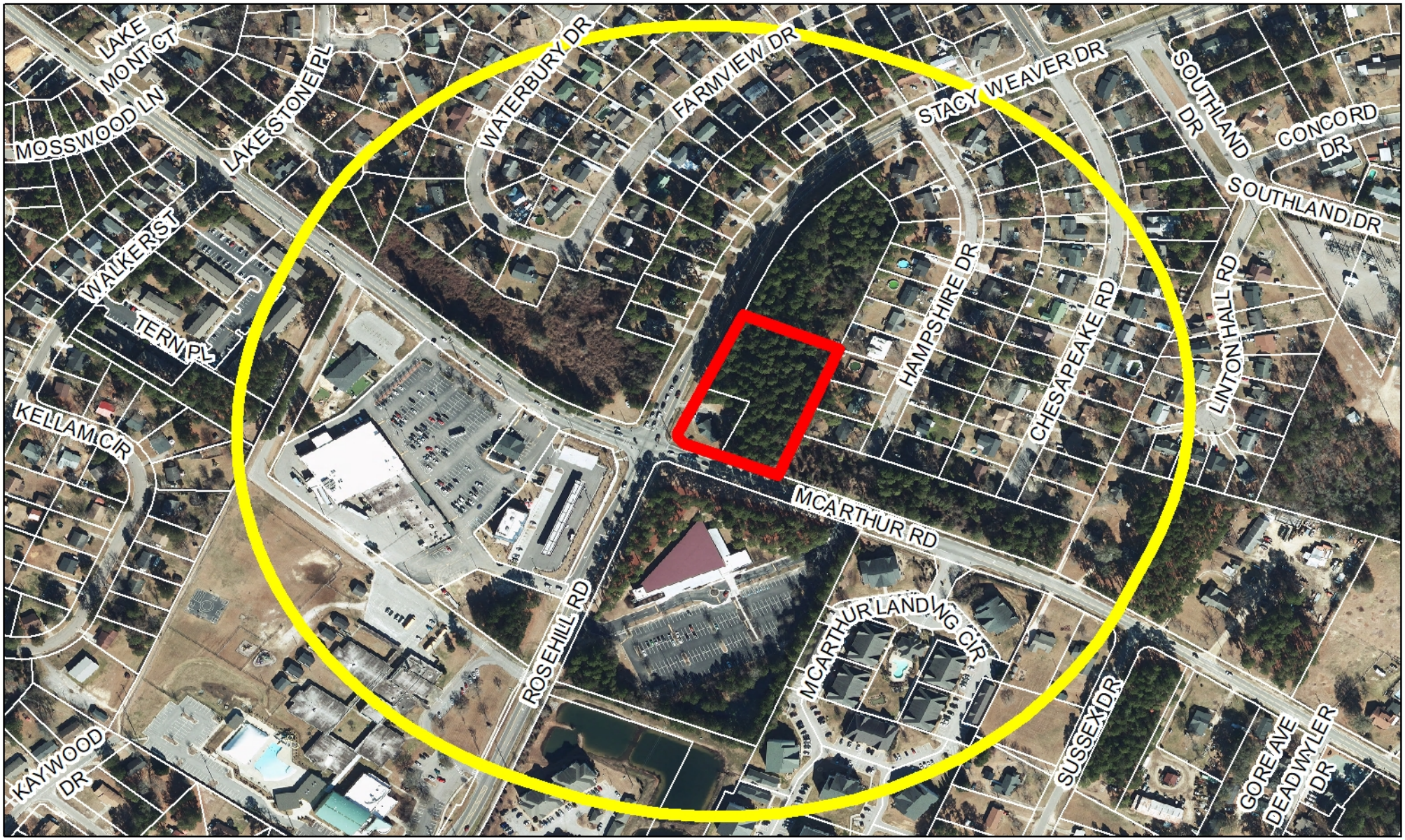
NC State General Contractor's License Number:

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:
NC State Mechanical Contractor's #1 License Number:
NC State Mechanical Contractor's #2 License Number:
NC State Mechanical Contractor #3 License Number:
NC State Plumbing Contractor #1 License Number:
NC State Plumbing Contractor #2 License Number:

Indicate which of the following project contacts should be included on this project: Attorney



Aerial

Case #: P25-37

Letters are being sent to all property owners within the 1,000' buffer. Subject property is shown in the hatched pattern.

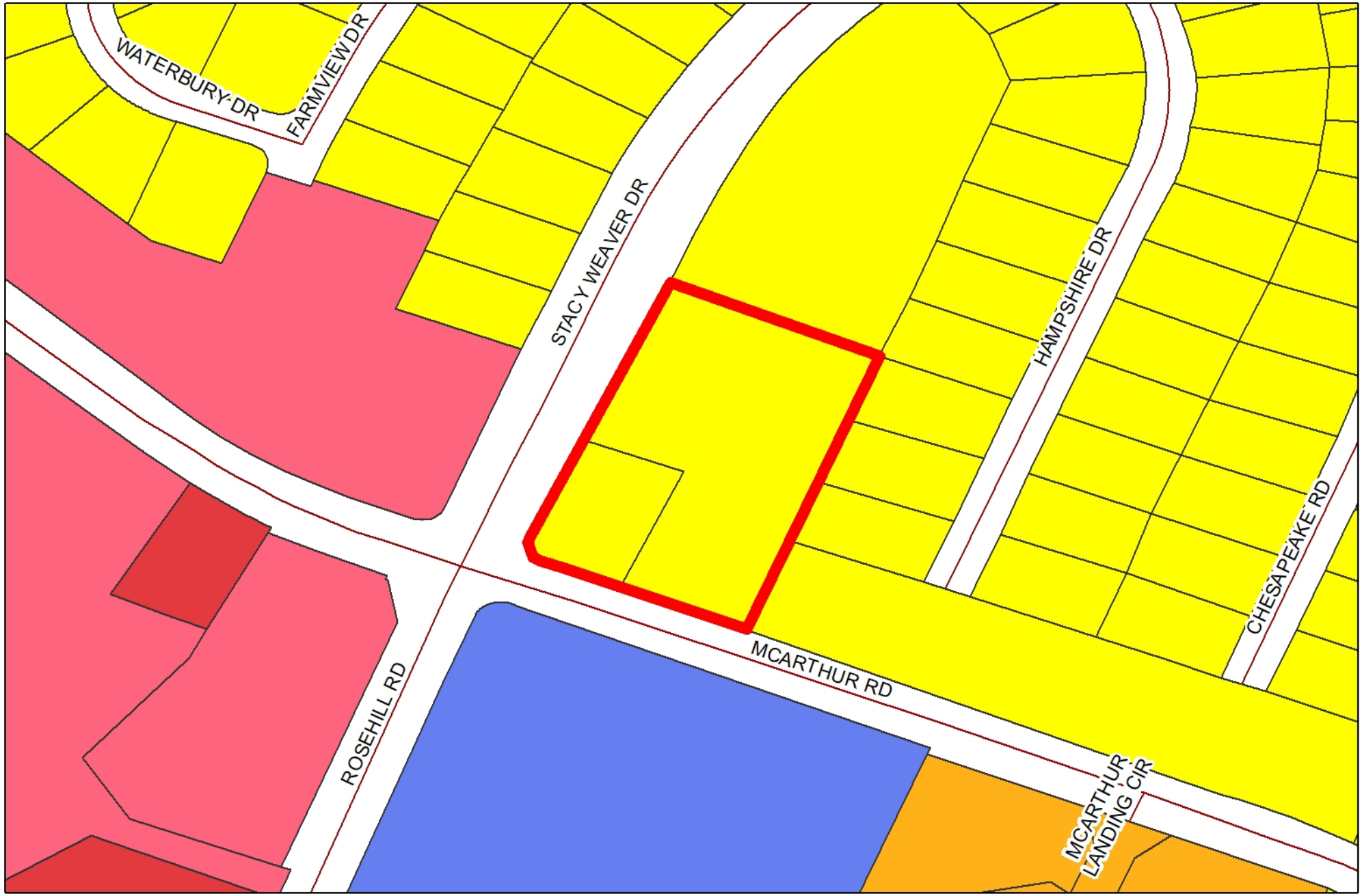
1,000 Foot Notification Area

REQUEST: Rezoning SF-10 to LC/CZ

LOCATION: 549 STACYWEAVER DR

N

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



Zoning Map

Case #: P25-37

REQUEST: Rezoning SF-10 to LC/CZ

LOCATION: 549 STACYWEAVER DR

Legend

- LC - Limited Commercial
- MR-5 - Mixed Residential 5
- NC - Neighborhood Commercial
- OI - Office & Institutional
- SF-10 - Single-Family Residential 10

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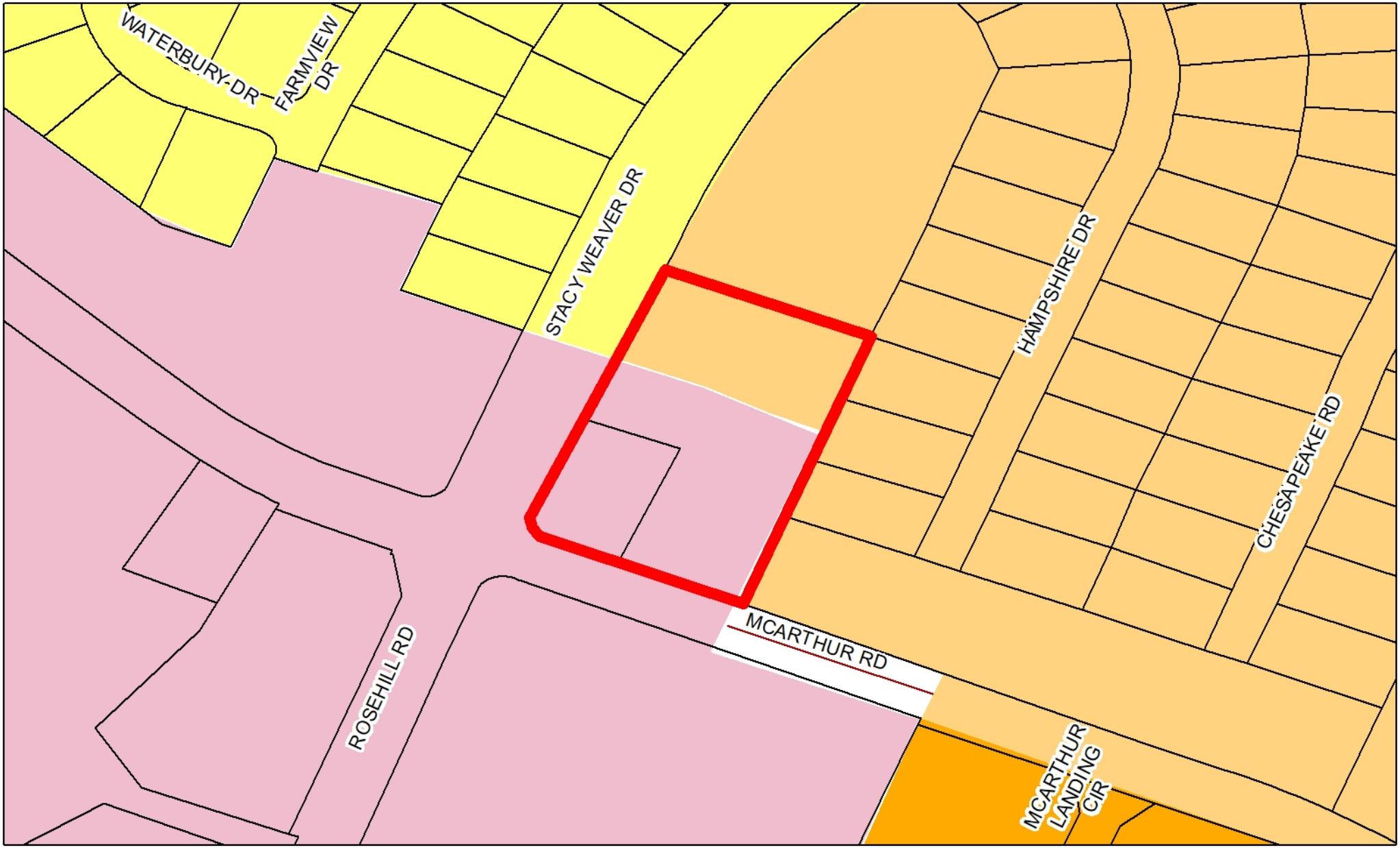

Land Use Map

Case #: P25-37

REQUEST: Rezoning SF-10 to LC/CZ

LOCATION: 549 STACY WEAVER DR

Legend

Land Use Plan 2040

Character Areas

- LDR - LOW DENSITY
- MDR - MEDIUM DENSITY
- HDR - HIGH DENSITY RESIDENTIAL
- NMU - NEIGHBORHOOD MIXED USE

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Subject Property

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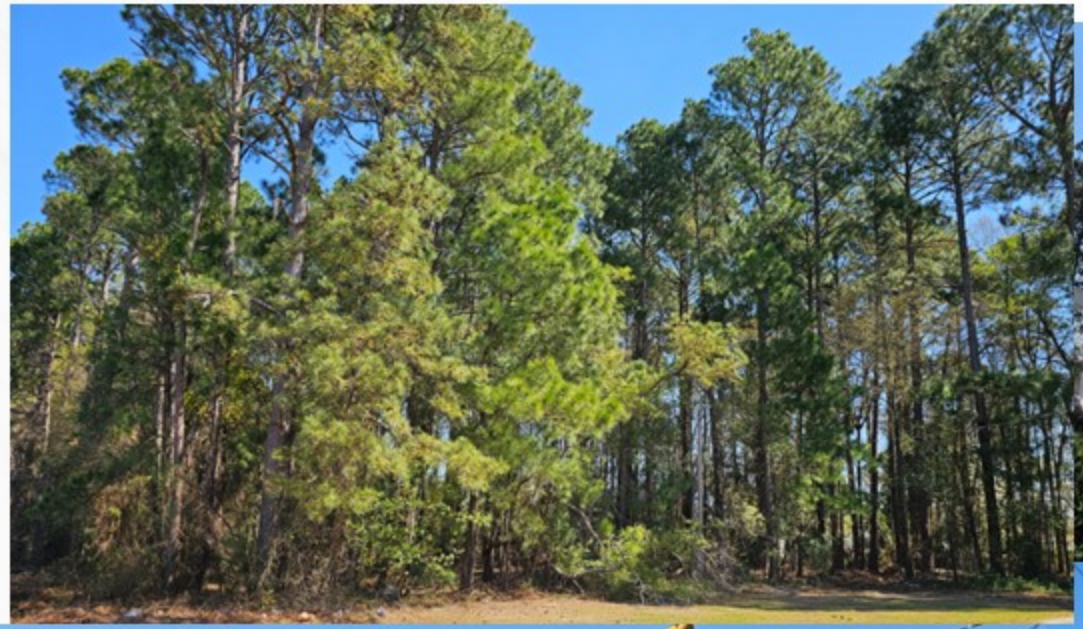
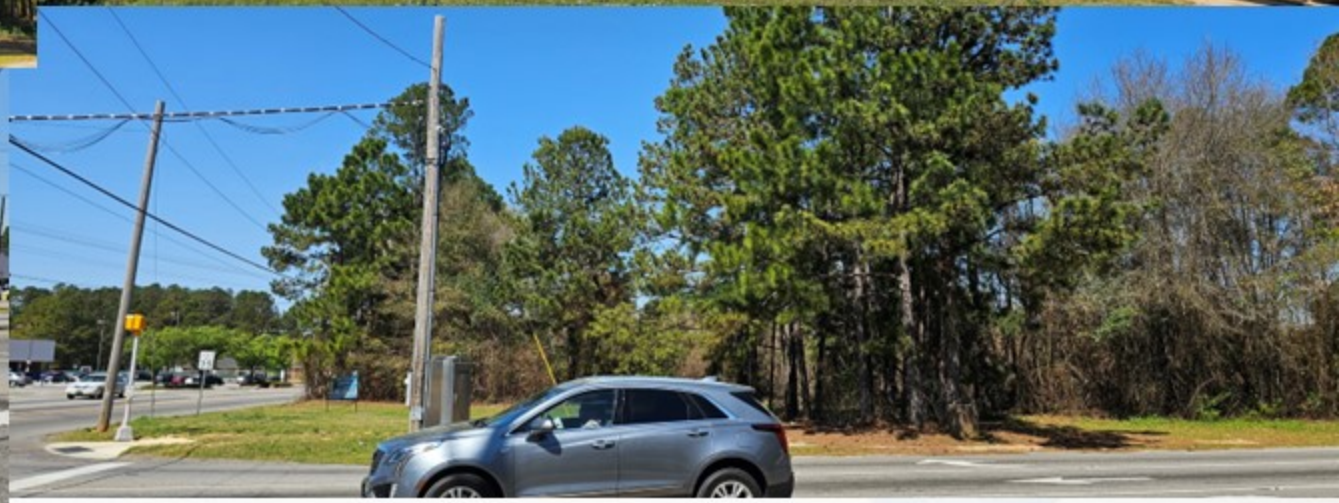
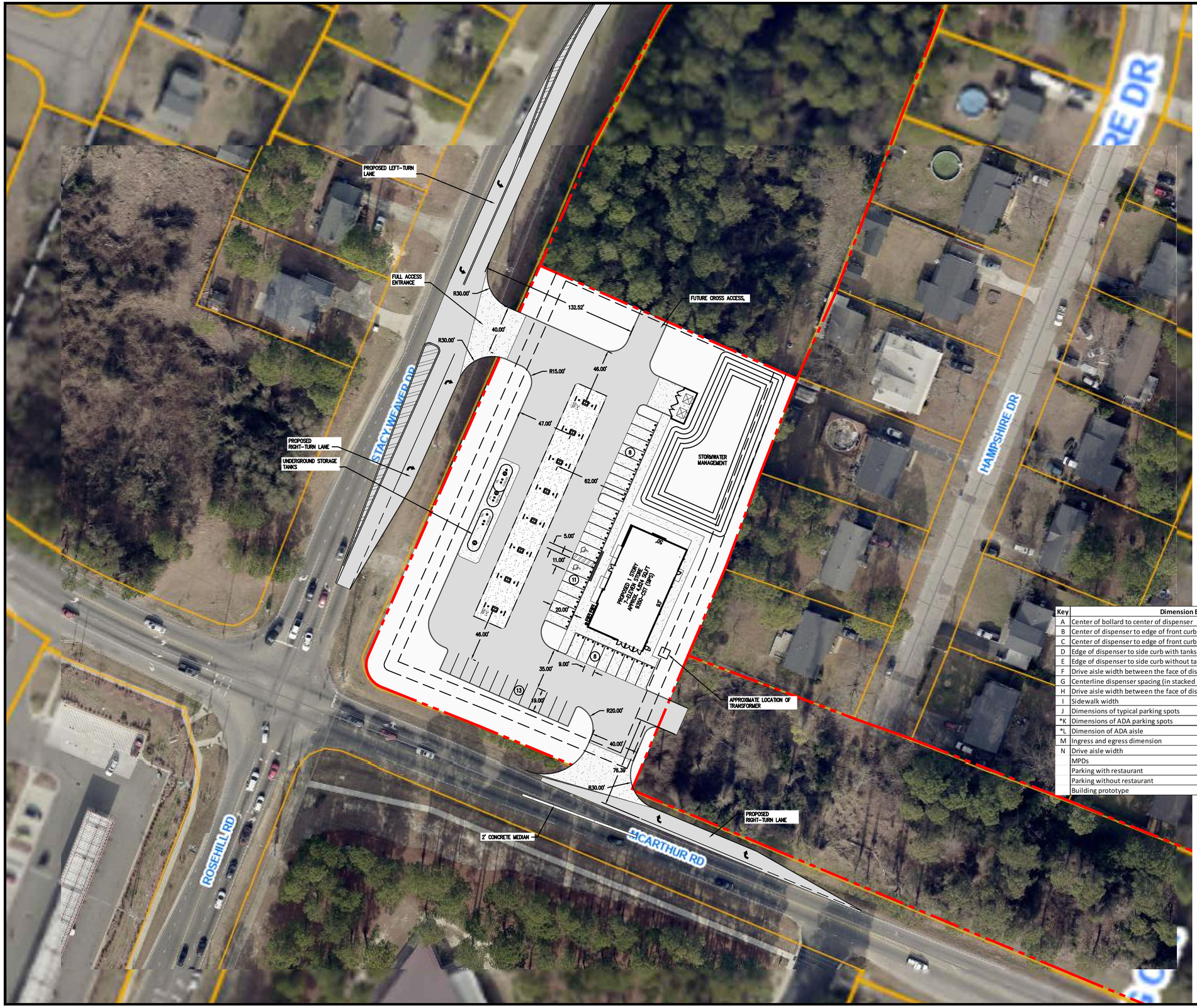
Surrounding Properties







SITE NOTES:

1. PROPOSED COMMERCIAL ENTRANCE LOCATIONS ARE SUBJECT TO CITY AND NCDOT APPROVAL AND MAY REQUIRE A TIA TO BE PREPARED BY A TRAFFIC ENGINEER. FURTHER INVESTIGATION INTO THE PROPOSED ENTRANCE LOCATIONS IS RECOMMENDED PRIOR TO PROCEEDING WITH SITE DESIGN DRAWINGS.
2. A CONVENIENCE STORE WITH FUEL IS A PERMITTED USE WITHIN THE LC ZONING DISTRICT, A PORTION OF THE PARCEL TO BE AQUIRED WILL NEED TO BE REZONED FROM SF10 TO LC.
3. THIS PLAN ASSUMES THAT THE PROPOSED STORMWATER MITIGATION REQUIREMENTS WILL BE ACHIEVED ON-SITE AND THAT AN ADEQUATE OUTFALL IN LOCATED IMMEDIATELY ADJACENT TO THE PARCEL BOUNDARY.
4. PROPERTY LINES ARE BASED OFF OF THE COUNTY GIS AND SHOULD BE VIEWED AS APPROXIMATE. ONCE SURVEY INFORMATION IS AVAILABLE THE SITE LAYOUT SHOULD BE REEVALUATED.

SITE SUMMARY

TOTAL PARCEL AREA = 6.4 AC.±
7-11 PARCEL AREA = 2.1 AC.±

PARCEL ID(S) : 0530028255000, 0530120415000

PROPOSED ZONING = LC

PARKING CALCULATIONS
REQUIRED = 19 SPACES (1/250SF)
PROPOSED = 40 SPACES

BUILDING SETBACKS
FRONT = 25'
SIDE(SOUTH) = 25'
SIDE (NORTH) = 3'
REAR = 20'

LANDSCAPE BUFFERS
FRONT = 15'
SIDE(SOUTH) = 15'
SIDE (NORTH) = 0'
REAR = 10'

Key	Dimension Element	7-Eleven Standard	Store
A	Center of bollard to center of dispenser	62'	62'
B	Center of dispenser to edge of front curb with tanks	47'	n/a
C	Center of dispenser to edge of front curb without tanks	39'	46'
D	Edge of dispenser to side curb with tanks	54'	n/a
E	Edge of dispenser to side curb without tanks	46'	46'
F	Drive aisle width between the face of dispensers (in stacked position)	34'	n/a
G	Centerline dispenser spacing (in stacked position)	27'	n/a
H	Drive aisle width between the face of dispensers (in starting gate position)	25'	25'
I	Sidewalk width	8'	8'
J	Dimensions of typical parking spots	9'x20'	9'x20'
*K	Dimensions of ADA parking spots	11'x20'	11'x20'
*L	Dimension of ADA aisle	5'	5'
M	Ingress and egress dimension	40'	40'
N	Drive aisle width	35'	35'
	MPDs	6 MIN.	8
	Parking with restaurant	40	N/A
	Parking without restaurant	25	40
	Building prototype	select option	93x50 (SIPS)

N

DRAWING SCALE

40 0 40 80
SCALE: 1"=40'

REV.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

DEVELOPMENT SERVICES GROUP
1210 PROGRESSIVE DR.
CHESAPEAKE, VA 23320
PH: 757-472-2719
EMAIL: GFRANKS@DSGVA.COM

DSG DEVELOPMENT SERVICES GROUP INC.

ELEVEN®

PROJECT NAME/LOCATION ID
STACY WEAVER DR

SHEET TITLE
CONCEPTUAL SITE PLAN

SITE# 1056458

PROJECT LOCATION
549 STACY WEAVER DR.
FAYETTEVILLE, NC

3

CONCEPT PLAN

Consistency and Reasonableness Statement

Map Amendments

Pursuant N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-37 is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan:

Consistency

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
GOAL #1: Focus value and investments around infrastructure and strategic nodes	X	
GOAL #4: Foster safe, stable, and attractive neighborhoods	X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1: Encourage growth in areas well-served by infrastructure and urban services, including roads, utilities, parks, schools, police, fire, and emergency services.	X	
1.2: Encourage more intense uses, greater mix of uses and denser residential types in key focal areas.	X	
LUP 3: Encourage redevelopment along underutilized commercial strip corridors and reinvestment in distressed residential neighborhoods	X	
3.2: Identify potential barriers for redevelopment and reinvestment and provide flexibility through modifications to development regulations while maintaining high standards.	X	
LUP 4: Create well-designed and walkable commercial and mixed use districts.	X	
4.1: Ensure new development meets basic site design standards	X	

3. The proposed amendment is consistent with the Future Land Use Map as follows:

X	The proposed land use is consistent and aligns with the area's designation on the FLU Map.	OR		The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
X	The proposed designation, as requested, would permit uses that are complimentary to those existing on adjacent tracts.	OR		The proposed designation, as requested, would permit uses that are incongruous to those existing on adjacent tracts.

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the polices of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

X The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community.

____ The amendment includes conditions that limit potential negative impacts on neighboring uses.

X The proposed uses address the needs of the area and/or City.

X The proposal adapts the zoning code to reflect modern land-use trends and patterns.

The amendment is also in the public interest because it: [select all that apply]

X improves consistency with the long-range plan.

X improves the tax base.

____ preserves environmental and/or cultural resources.

X facilitates a desired kind of development.

X provides needed housing/commercial area.

Additional comments, if any (write-in):

July 8, 2025
Date

Chair Signature

Robert Wright
Print

City of Fayetteville

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

City Council Action Memo

File Number: 25-4838

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A6

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

THRU: **Adam Lindsay, ICMA-CM, Assistant City Manager**

FROM: **Brian McGill, P.E., PTOE, Assistant Public Services Director - Traffic Services**

DATE: **August 11, 2025**

RE:

Approval of Speed Ordinance Revision on Seabrook Road

COUNCIL DISTRICT(S):

3, 4

Relationship To Strategic Plan:

Goal I: The City of Fayetteville will be a safe and secure community.
Objective 1.2: To ensure traffic and pedestrian safety.
Goal IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.
Objective 4.5: To ensure a place for people to live in great neighborhoods.

Executive Summary:

City Council unanimously passed the motion at the August 4, 2025 Council Work Session to place the Council Member Request for Seabrook Road's speed limit reduction from 35 mph to 25 mph on the August 11, 2025 Regular Council Session consent agenda.

Should this speed limit reduction proceed, it would apply for the entirety of Seabrook Road, from its intersection with Jasper Street/Topeka Street to its intersection with Langdon Street.

Background:

The current speed limit on Seabrook Road is 35 mph, matching the City-wide statutory speed limit. Seabrook Road is a two-lane, City-owned and maintained, approximately 0.75-mile-long road. It has sidewalks and multi-use lanes on both sides of the road, and NCDOT defines it as a "local" road. The land-use abutting the road is primarily residential, with two schools and one church adjacent to the road as well. School zone flashers with school speed limit signs are posted on Seabrook Road, with a speed limit of 25 mph when flashing. These school zone flashers are located at approximately 1702 Seabrook Road and 2040 Seabrook Road.

The requested speed limit reduction would apply for the entirety of the road, from its intersection with Jasper Street/Topeka Street to Langdon Street. Seabrook Road is the only road that would have its speed limit revised with this agenda item; Jasper Street,

Topeka Street, Langdon Street, any road that forms an intersection with Seabrook Road on the Fayetteville State University campus, and all neighborhood roadways that branch off from Seabrook Road would remain their respective speed limits.

Seabrook Road has received periodic requests for speed humps, which are included in the “Seabrook Response Package”, attached to this agenda item. Following the City’s Residential Traffic Management Program (RTMP) for Speed Humps, attached to this agenda item, speed humps cannot be installed on roads that are posted greater than 25 mph. For this location to receive speed humps, its speed limit would have to be reduced. For a city-owned road to have its speed limit reduced in the City of Fayetteville, in this case from 35 mph to 25 mph, then City Council Policy 160.3 would apply. City Council Policy 160.3 is attached to this agenda item for reference.

Based on City Council Policy 160.3, to-date, staff have not received a petition to reduce the speed limit for Seabrook Road, nor have knowledge of one being started.

City Council unanimously passed the motion at the August 4, 2025 Council Work Session to place Seabrook Road’s speed limit reduction from 35 mph to 25 mph on the August 11, 2025 Regular Council Session consent agenda.

Issues/Analysis:

NCDOT’s “S-40_Brochure” says the following with regard to lowering speed limits in an effort to reduce speeding:

“Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation.”

As shown by the multiple studies performed on this road, the average daily traffic (ADT) is typically 2,400 vehicles ± 200 vehicles. The average speed ranges from approximately 30 mph to 33 mph depending on the location of study on Seabrook Road. Likewise, the 85th percentile speeds range between 36 mph to 40 mph depending on location.

85th percentile speed is the term used to reflect the speed at or below which 85 percent of traffic is moving.

These studies indicate that most travelers on this road are not speeding based on the current speed limit. As advised by NCDOT’s S-40 brochure, by reducing the speed limit with no other enforcement or changes to the physical roadway in the area, staff expect

"…no significant changes in vehicle speeds following the posting of an artificially reduced speed limit."

Should the speed limit be reduced and no significant changes in vehicle speeds be observed, staff expect citizens to submit an RTMP request for speed humps. The request for speed humps to slow traffic speeds is expected to qualify given the expectation that reducing the speed limit will not reduce vehicle speeds alone.

Staff have concern with installing speed humps on Seabrook Road due to the frequency of school busses that use the road as well as the location of school driveways. The impact on the maintenance of the speed humps, as well as school bus rider comfort should be considered when reviewing locations for speed hump installation. Should speed humps qualify and proceed, and one be placed between Albany Street and Broadell Drive, then EE Smith High School will be considered a "…household immediately adjacent to the proposed improvement…" and will need to accept the speed hump. Should speed humps proceed, coordination with the schools may delay implementation.

Additionally, the school zone markings, school zone speed limit statute, and school zone flasher assembly - meaning the speed limit sign and flashing lights mounted on a pole - are all the responsibility of NCDOT based on North Carolina General Statutes 136-18(5), 20-141.1, and the North Carolina Administrative Code 19A NCAC 02B. 0232 (all attached for reference). Because this request is revising the speed limit to 25 mph, which is the existing school speed zone limit, the NCDOT statute would no longer be necessary. Should this ordinance revision be adopted, NCDOT will be consulted on next steps regarding the school zone designation and relevant infrastructure.

Chapter 16, *Motor Vehicles and Traffic*, Article III, *Traffic Schedules*, Section 16-61, *Traffic Schedules Adopted; City Manager Authorized to Compile.*, requires Council approve changes to these ordinances. Should this agenda item be approved, the speed limit revision for Seabrook Road will be reflected in item 12 - Speed Control.

Budget Impact:

There is no noticeable impact to the budget for this change. All sign installation and maintenance costs will be within the existing Engineering and Infrastructure operating budget.

Options:

- Adopt the ordinance revision
- Reject the ordinance revision

Recommended Action:

Per City Council unanimously placing this item on the consent agenda, adopt the ordinance revision.

Attachments:

Seabrook Road - Speed Limit Reduction Ordinance
Seabrook Response Package
rtmp-speedhump_final
City Council Policy 160.3
S-40_Brochure
NCGS 136-18_5
NCGS 20-141.1
19A NCAC 02B. 0232
Study Area Map

Ordinance Number NS2025 _____

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina that Chapter 16, "Motor Vehicles and Traffic", is hereby amended to read as follows:

Sec. 16-21. Traffic Schedule Number 12 – Speed Control

There is hereby revised to reflect the following:

SEABROOK ROAD

From: Jasper Street and/or Topeka Street

To: Langdon Street

Speed Limit: 25 mph

Adopted this _____ day of _____, 2025.

CITY OF FAYETTEVILLE

BY:_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, MPA, MMC, City Clerk

FAYETTEVILLE NC
PUBLIC SERVICES

July 1, 2025

Council Member Haire
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Dear CM Haire:

Thank you for your patience in this letter as we worked through the end of the fiscal year. You requested speed humps to be installed on Seabrook Road due to speeding, with a point of contact being William Wesley (e-mail: wwesley1914@gmail.com; phone: 910-261-6468).

Historically, we've conducted speed studies on this road and a summary of those results is shown below in **Table 1**. The average daily traffic (ADT) is typically 2,400 vehicles ± 200 vehicles. The average speed ranges from approximately 30 mph to 33 mph depending on the location of study on Seabrook Road. Likewise, the 85th percentile speeds range between 36 mph to 40 mph depending on location.

Table 1 – Historic Seabrook Road Speed Studies

Study Date		Average Daily Traffic	Speed (mph)	
Begin	End		Average	85th Percentile
9/10/2018	9/12/2018	2,791	30	36
9/10/2018	9/12/2018	2,212	30	36
5/18/2020	5/22/2020	1,521	31	36
6/12/2023	6/16/2023	2,393	33	40
10/16/2023	10/20/2023	2,418	31	36

Seabrook Road is a 35 mile per hour (mph) road. This is a 35 mph road because it does not have a posted speed limit sign, and the City has a City-wide speed limit of 35 mph. Seabrook Road is not inside of a neighborhood, but instead connects neighborhoods together. When traveling to Seabrook Road from Murchison Road or Ramsey Street, you do not pass a "Neighborhood Speed Limit 25 mph" sign that you would typically see when you enter a neighborhood, like Broadell Drive has. Additionally, a school speed limit sign is posted on Seabrook Road, with a speed limit of 25 mph when flashing. This school zone is only applied when speeds are reduced from the normal speed limit. If Seabrook Road were 25 mph then the school zone sign would be unnecessary.

We do not recommend reducing the speed limit on this road. The 85th percentile of drivers indicates that 85% of drivers are traveling between 0 mph up to 36 mph. By reducing the speed limit with no other changes, a speeding problem will be amplified, as people expect the road to be posted for 35 mph. While there may be outliers of speeders today, there will be more speeders when the speed limit is reduced.

When a road is created, there is a concept called "design speed" that everyone knows about even if they don't know the formal name. It's the items that are literally set-in-stone and is when the

road informs the driver how fast they can comfortably travel. This is through the physical items such as the overall width of the road, how steep the grade is, if there are objects on the side of the road, how many lanes, how wide the lanes are, the presence of curb and gutter, if there are potholes, etc. Changing a number on a metal sign does not change what the road is telling the driver is a safe speed to travel. Instead, this would create a new group of individuals who are all speeding. Now that a speeding problem has been amplified, we would then have to follow the RTMP for the installation of speed humps.

The City's Residential Traffic Management Program (RTMP) does not allow speed humps to be installed on 35 mph roads. For speed humps to be installed on Seabrook Road, the speed limit would first have to be reduced. With that being said, the majority of motorists generally complied with the existing 35 mph speed limit.

Based on City Council Policy 160.3, a petition may be submitted by a majority of residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon receipt of a valid petition, City Council would hold a public hearing to consider the request. As always, a council action always supersedes policy, so please consider submitting a council request item for this request if you desire to avoid the petition process.

I do have some concern with installing speed humps on Seabrook Road due to the frequency of school busses that use the road for the schools on this roadway. The impact on the maintenance of the speed humps, as well as the rider comfort of those in the school busses should be considered when reviewing locations for speed hump installation. Should speed humps proceed, and one be placed between Albany Street and Broadell Drive, then EE Smith High School would be considered a "…household immediately adjacent to the proposed improvement…" and would need to accept the speed hump. Should speed humps proceed, coordination with the schools may delay implementation.

There have been 5 letters composed on this road related to this topic, ranging in dates and to recipients. We have attached all letters for your review and records. **Table 2** provides a summary of those letters as a quick reference.

Table 2 –Seabrook Road Responses

Recipient	Date	Topic	Address	Comment
Mr. Albert Lopez	5/26/2020	Speed & Safety	1516 Seabrook Rd	N/A
Mr. Floyd Harvey	6/30/2023	Speed	1633 Seabrook Rd	Policy 160.3 Referenced
Dr. Harrington	7/12/2023	Speed & Safety	1877 Broadell Dr	Policy 160.3 Referenced
CM Haire	8/30/2023	Safety at Seabrook & Jasper/Topeka	City Hall	N/A
CM Haire	1/16/2024	Speed & Safety	City Hall	Policy 160.3 Referenced
CM Haire	7/01/2025	Speed	City Hall	Policy 160.3 Referenced

We have ideas on how to improve the speed limit reduction request process, however they have not been fully vetted or ironed out yet. Until they have, we will have to rely on City Council Policy 160.3, and Mr. Wesley, to submit a petition by a majority of the residents abutting the street for a reduction of the speed limit.

For ease of process, I have attached a figure which shows which properties are eligible to sign the petition. For this petition to reflect the "majority", 50% + 1 properties would need to provide a signature saying they approve of the speed limit reduction. A property can be signed for by a resident, owner, tenant, renter, etc. One signature per property is valid, so multiple signatures for the property would only count as one signature. We have also included a petition template which can be used alongside the attached figure.

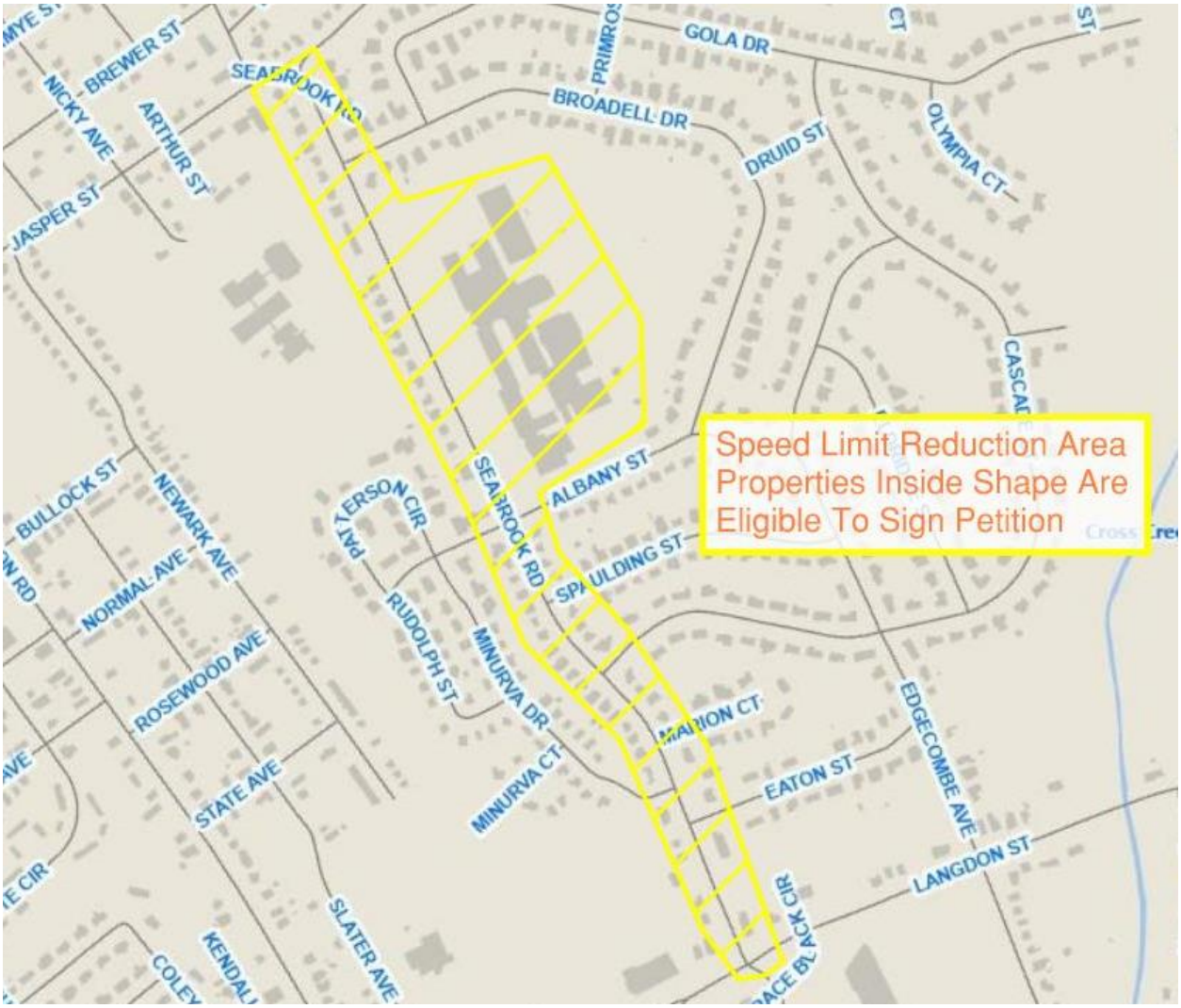
Council Member Haire, we appreciate your concern with the safety and operations of the City's roadways. If there is more that we can assist with then please let us know.

Sincerely,

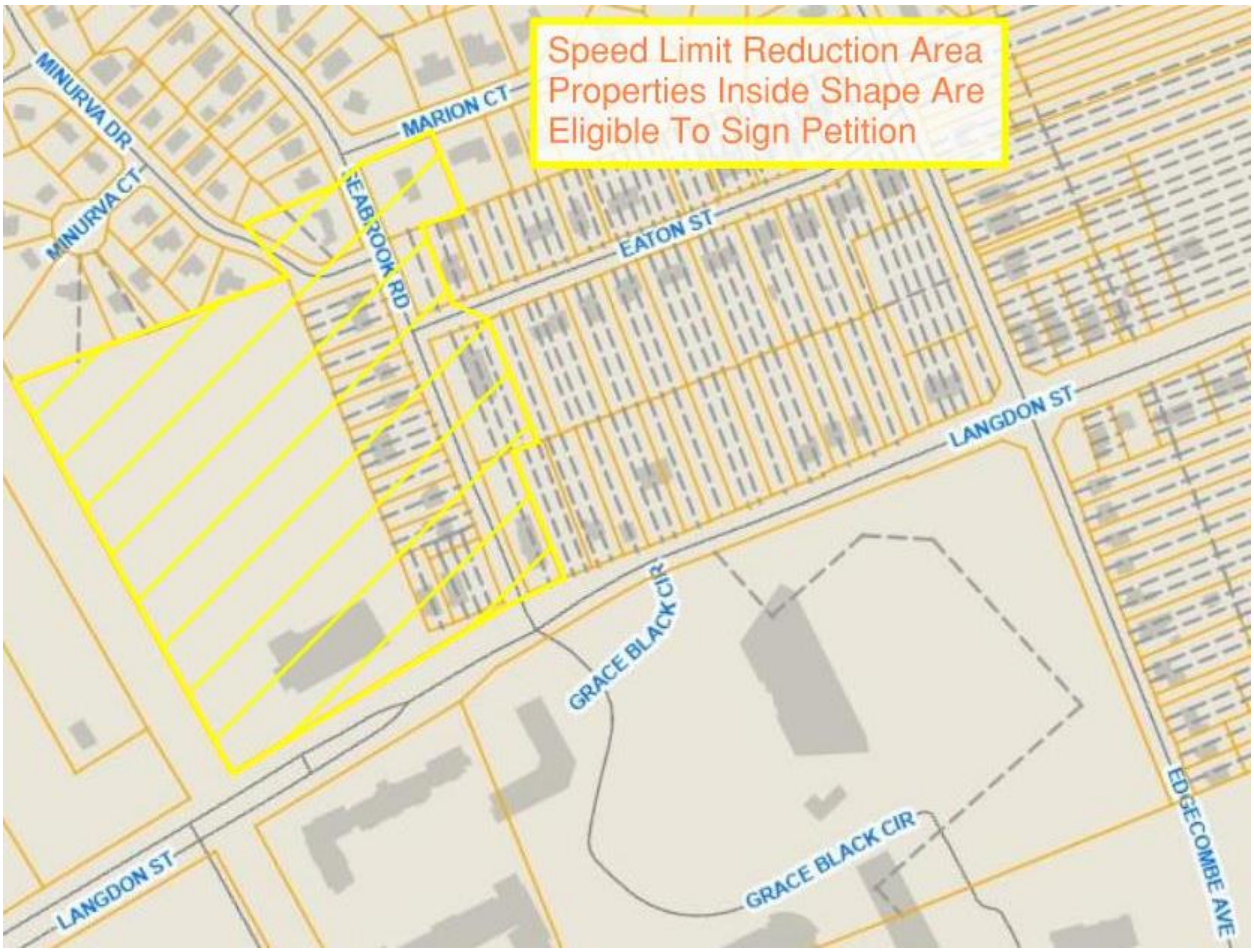
Brian McGill

Brian McGill, PE, PTOE
Assistant Public Services Director – Traffic Services

CC: Michele Smith-Riordan, *Community Engagement Manager*
Adam Lindsay, ICMA-CM, *Assistant City Manager*
Sheila Thomas-Ambat, PE, *Public Services Director*
John McNeill, *Senior Project Manager – Traffic*
Ramon Melendez, *Traffic Technician*



Speed Limit Reduction Area
Properties Inside Shape Are
Eligible To Sign Petition
GOLA DR
BROADELL DR
SEABROOK RD
NICKY AVE
BREWER ST
ARTHUR ST
JASPER ST
BULLOCK ST
NEWARK AVE
NORMAL AVE
SLATER AVE
ROSEWOOD AVE
STATE AVE
SPAULDING ST
RUDOLPH ST
MINURVA DR
MINURVA CT
MARION CT


Speed Limit Reduction Area
Properties Inside Shape Are
Eligible To Sign Petition
MINURVA DR
MINURVA CT
MARION CT
EABROOK RD
EATON ST
LANGDON ST
GRACE BLACK CIR
GRACE BLACK CIR
LANGDON ST
EDGECOMBE AVE

PREVIOUS LETTERS REGARDING SEABROOK ROAD

City of Fayetteville
North Carolina

PUBLIC SERVICES
Traffic Services Division

May 2020

Mr. Albert Lopez
1516 Seabrook Road
Fayetteville, NC 28301

Dear Mr. Lopez:

This letter is in reference to your request for a speed hump on Seabrook Road. Our staff has completed an investigation for this request.

As a part of our investigation, we researched the reported accident history over the most recent five (5) year period along Seabrook Road. Our research did not reveal a pattern of correctable accidents. A field review identified existing conditions along Seabrook Road. The right of way varied between 50-60 feet. The adjacent land uses mainly consisted of single-family residential; however, an elementary and high school was located along the route. The cross section mainly consisted of an asphalt roadway 32' wide with curb & gutter, utility strips and sidewalks on each side. The overall length is approximately 0.74 mile. Thermoplastic pavement markings delineated two-lane, two-way travel lanes, bike lanes, a school zone and high visibility crosswalks. The existing signing supplemented the 25 mph school zone, crosswalks and limited parking near the schools. The existing signs and pavement markings were adequate for these conditions.

We also collected five days of speed and volume data to determine the Average Daily Traffic (ADT) and to monitor the speed of motorists. Our study revealed an ADT of 1,521 vehicles. The average speed was 31 miles per hour (mph) and the 85th percentile speed was 36 mph. Based on these conditions and in accordance with North Carolina General Statue 20-141, the motorists traveling along Seabrook Road are generally obeying the 35 mph speed limit.

The City's Residential Traffic Management Program (RTMP) for speed humps only considers local streets where the posted speed limit is 25 mph, the 85th percentile speed is at least seven (7) miles per hour over the posted speed limit and the minimum peak-hour traffic volume is 100 vehicles per hour (equivalent to 1,000 vehicles per day). As a result of the conditions along Seabrook Road, we do not recommend speed humps at this time.

Mr. Lopez, we appreciate your interest in the safety of our roadways. If we may be of additional assistance, please contact us.

Respectfully yours,

Ramon Melendez
Traffic Technician

Enc: RTMP Speed Humps

cc: Lee Jernigan, Jr., PE, City Traffic Engineer
Phillip Hart, Assistant City Traffic Engineer

The City of Fayetteville, North Carolina does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
PUBLIC SERVICES
Traffic Services Division

June 30, 2023

Mr. Floyd Harvey
1633 Seabrook Road
Fayetteville, North Carolina 28301

Dear Mr. Harvey:

This letter is in reference to your request for a speed hump on Seabrook Road. Our staff has completed an investigation for this request.

As a part of our investigation, five (5) days of speed and volume data was collected to determine the Average Daily Traffic (ADT) and to monitor the speed of motorists. The study revealed an ADT of 2,393 vehicles. The average speed was 33 miles per hour (mph) and the 85th percentile speed was 40 mph. The 85th percentile speed is the speed in which 85 percent of motorists feel comfortable traveling along a roadway given their surroundings.

The field review of Seabrook Road noted the existing speed limit of 35mph speed limit with a school speed limit of 25mph. As a part of the City's Residential Traffic Management Program, speed humps are installed on local residential roads posted with 25mph speed limit. Based on our investigation, the majority of motorists generally complied with the existing 35mph speed limit. As a result, we do not recommend changes to the speed limit and the existing conditions exceeds thresholds for the installation of speed hump(s).

However, based on City Council Policy 160.3, a petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon, receipt of a valid petition, City Council would hold a public hearing to consider the request.

Mr. Harvey, we appreciate your interest in the safety of our roadways. If we may be of additional assistance, please contact us.

Respectfully yours,

Brian McGill

Brian McGill, PE, PTOE
City Traffic Engineer

Enc: RTMP (Speed Hump)

cc: City Manager's Office
Sheila Thomas-Ambat, PE, CCM, CFM, Public Services Director
Philip Hart, Interim Assistant Public Services Director

The City of Fayetteville, North Carolina does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY
PUBLIC SERVICES
Traffic Services Division

July 12, 2023

Dr. Harrington
1877 Broadell Drive
Fayetteville, North Carolina 28301

Dear Dr. Harrington:

This letter is in response to your safety and speed concerns in the area of Seabrook Road and Broadell Drive. City staff has completed an investigation for this request.

As a part of our investigation, we collected five (5) days of speed and volume data to determine the Average Daily Traffic (ADT) and to monitor the speed of motorists. Our study revealed an ADT of 2,393 vehicles. The average speed was 33 miles per hour (mph) and the 85th percentile speed was 40 mph. Generally, the 85th percentile speed is the speed in which 85 percent of motorists feel comfortable traveling along a roadway given their surroundings.

We also researched the reported accident history over the most recent five-year period. The reported accident history revealed three accidents; one (1) right turn rear-end collision, one (1) lost control while turning from Seabrook Road onto Broadell Drive and one (1) attempting to make a u-turn on Seabrook Road.

Based on these studies, the majority of motorists generally complied with the existing 35mph speed limit and the reported accident history did not demonstrate an accident pattern. As a result, we do not recommend any changes at this time. However, based on City Council Policy 160.3, a petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon, receipt of a valid petition, City Council would hold a public hearing to consider the request.

Dr. Harrington, we appreciate your interest in the safety of our roadways. If we may be of additional assistance, please contact us.

Respectfully yours,

Brian McGill, PE, PTOE
City Traffic Engineer

cc: City Manager's Office
Sheila Thomas-Ambat, PE, CCM, CFM, Public Services Director
Philip Hart, Interim Assistant Public Services Director

339 Alexander Street, Fayetteville, NC 28301
(910) 433-1660 | www.FayettevilleNC.gov

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FAYETTEVILLE NC
AMERICA'S CAN DO CITY

PUBLIC SERVICES
Traffic Services Division

August 30, 2023

Dear Council Member Haire,

This letter is in response to your question regarding the criteria for a roundabout concerning safety at the intersection of Seabrook Road at Jasper Street/Topeka Street and the concrete island delineation at the intersection of Murchison Road at Pamalee Drive.

The City utilizes criteria from the Federal Highway Administration "*Manual of Uniform Traffic Control Devices*" (MUTCD), American Association of State Highway and Transportation Officials "*A Policy on Geometric Design of Highways and Streets*", the Transportation Research Board "*Highway Capacity Manual*" (HCM), supplemental information from agencies such as the US Department of Transportation, and engineering judgement gained from experience. Engineering judgement considers several factors such as the land use, intersection geometry, traffic volumes, reported accident history, and cost. Roundabouts are generally utilized to improve safety, mobility, and provide a level of traffic calming at intersections.

Based on the community's safety concerns at the intersection of Seabrook Road and Jasper Street/Topeka Street, we researched the reported crash history over the most recent five-year period. The reported crash history revealed three (3) crashes at this intersection; one (1) left-turn angle collision at Edgar Street, one (1) head-on collision where a vehicle turned wide from Jasper/Topeka onto Seabrook, and one (1) ran off the road on Jasper/Topeka, hit a parked vehicle, and fled.

A review of the intersection's geometry identified multiple residential driveways within or near the intersection. Residential driveways within or near roundabouts create hazardous conflicts points, decrease mobility, and are typically prohibited from a roundabout. Another geometric challenge at the intersection is that Jasper Street/Topeka Street is a multi-lane roadway and would have to be revised to accommodate a single-lane roundabout. As a result of these conditions, we do not recommend a roundabout at this location at this time. By copy of this letter, we are requesting the North Carolina Department of Transportation (NCDOT) to review the island delineation at the intersection of Murchison Road at Pamalee Drive.

Council Member Haire, we appreciate your interest in the safety of our roadways. If we may be of additional assistance, please contact us.

Respectfully yours,

Brian McGill

Brian McGill, PE, PTOE
City Traffic Engineer

cc: City Manager's Office
Sheila Thomas-Ambat, PE, CCM, CFM, Public Services Director
Philip Hart, Interim Assistant Public Services Director
Frank West, NCDOT Division 6 Traffic Engineer

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FAYETTEVILLE NC
AMERICA'S CAN DO CITY

PUBLIC SERVICES
Traffic Services Division

January 16, 2024

Mr. D.J. Haire
Council Member District 4
433 Hay Street
Fayetteville, North Carolina 28301

Dear Mr. Haire:

This letter is in response to your safety and speed concerns on Seabrook Road. City staff completed and investigation for this request.

As a part of our investigation, we collected five (5) days of speed and volume data to determine the Average Daily Traffic (ADT) and to monitor the speed of motorists. Our study revealed an ADT of 2,418 vehicles. The average speed was 31 miles per hour (mph) and the 85th percentile speed was 36 mph. Generally, the 85th percentile speed is the speed in which 85 percent of motorists feel comfortable traveling along a roadway given their surroundings.

We also researched the reported accident history over the most recent five-year period. The reported accident history revealed three accidents: one (1) right turn rear-end collision, one (1) lost control while turning from Seabrook Road onto Broadell Drive and one (1) attempting to make a u-turn on Seabrook Road.

Based on these studies, the majority of motorists generally complied with the existing 35mph speed limit and the reported accident history did not demonstrate an accident pattern. As a result, we do not recommend any changes at this time. However, based on City Council Policy 160.3, a petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon, receipt of a valid petition, City Council would hold a public hearing to consider the request.

As a result of this study, Seabrook Road does not meet the Residential Traffic Management Program (RTMP) speed guidelines for the installation of a speed hump at this time.

Mr. Haire, we appreciate your interest in the safety of our roadways. If we may be of additional assistance, please contact us.

Respectfully yours,

Ramon Melendez
Traffic Technician

RM

Enc: RTMP (Speed Hump)

cc: City's Manager Office
Sheila Tomas-Ambat, PE, CCM, CFM, Public Services Direction
Philip Hart, Interim Assistant Public Services Director
Brian McGill, City Traffic Engineer, PE, PTOE

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FAYETTEVILLE NC

AMERICA'S CAN DO CITY

PUBLIC SERVICES

Traffic Services Division

RESIDENTIAL TRAFFIC MANAGEMENT PROGRAM

GUIDELINES TO MANAGE RESIDENTIAL TRAFFIC

GOALS

1. Improve residential livability by encouraging adherence to the speed limit.
2. Maintain access, safety and comfort for alternative transportation users on residential streets.
3. Encourage citizen involvement in solutions to residential traffic problems.
4. Appropriately channel public resources by prioritizing traffic mitigation requests according to documented criteria.
5. Effectively address the frequently conflicting, public safety interests of traffic mitigation and emergency response.

POLICIES

A request to consider modification of traffic flow on public streets **shall meet all** of the following criteria:

- The street must be classified as a two-lane, local street and be primarily residential in nature.
- Traffic volumes must equal or exceed the threshold volumes as indicated by the specific treatment criteria.
- Police and Fire Departments review and approve for satisfactory emergency service access.
- A traffic engineering safety study has determined that the proposed traffic flow modifications will not create undue traffic congestion on the subject street or on streets, which may be impacted by diverted traffic.
- **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions.**

PETITION ACCEPTANCE & SUPPORT REQUIREMENTS

The City Traffic Services Division determines the boundary of the "affected area" to be included in the petition directly and indirectly affected areas. The petition requesting traffic flow modifications must be supported by 70 percent of the total number of households directly affected by the proposed changes; one (1) household, one (1) signature minimum, 85 percent of all affected households that may need to use the street(s) on a daily basis must be contacted for petition to be accepted by the City. The City will post a minimum of two (2) yard signs on the requested street, indicating speed humps have been requested and qualify based on our policy. The City will mail ballot cards to addresses within the affected area requesting a response from the occupant regarding approval for the installation of speed humps on the requested street. The households immediately adjacent to the proposed improvement must accept the proposal 100%. All petitions have a deadline of 60 calendar days from the day the ballot cards are placed in the mail.

An eligible household is a single residential or commercial unit and shall include property owners, tenants, businesses and long-term tenants such as mobile park residents within the "affected area". In case of conflict between property owner and tenant, the property owner's vote takes precedence over the tenant.

SPEED HUMP APPLICATION POLICY

STAFF EVALUATION – An engineering and safety evaluation for any speed hump request will be made to determine if guidelines listed below are met. Speed humps can have a wide-ranging impact not only on the vehicles, but also on the residents living on the immediate and nearby streets. Therefore, their installation will be evaluated within an overall residential management study. **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions concerning speed humps.**

Speed hump applications will be handled in the order in which they were received. The city will fund only locations based on the annual funding provided they meet all criteria.

STREETS – Speed humps will be considered for installation only on residential, local streets. A local street is defined as one whose abutting land use is at least 85% residential when considered in segments of one thousand feet in length or more. The minimum length of the street or street segment under consideration for speed humps shall not be less than 1000 feet.

SPEED - Speed humps will be considered on local streets where the posted speed is 25 mph and speeds are **at least seven (7) miles per hour** or more above the posted speed limit by at least 85% of those vehicles using the street.

If the speed requirements are not met at the time of the initial study, a second study can be obtained six (6) months afterward to determine if the street meets this qualification.

Traffic Volumes – Each individual street location should be evaluated to justify installing speed humps. Street(s) must have a peak hour traffic volume of **at least 100 vehicles** (equivalent to approximately 1000 vehicles per day). Street(s) with average daily traffic volumes exceeding 3000 vehicles per day may require a special evaluation and justification for approval, giving full consideration to other alternative measures, where appropriate.

Residential Surveys – City staff will determine a petition area and coordinate petition circulation in order to determine a location for speed hump installation. The concurrence of not less than 70 % (one signature per household), either single family or multi family, whose livability is directly affected by the traffic conditions along the street(s) or street section(s) being considered for speed hump installation. This typically means direct road frontage of a residence but can also include adjoining side streets or cul-de-sacs. Where the proposed speed hump locations are determined, 100% of the signatures of the adjacent properties are required.

Non – Compliant Installation – If it is determined that a street does not meet the speed and volume requirements for speed humps and a residential area still desires speed humps, there are several options:

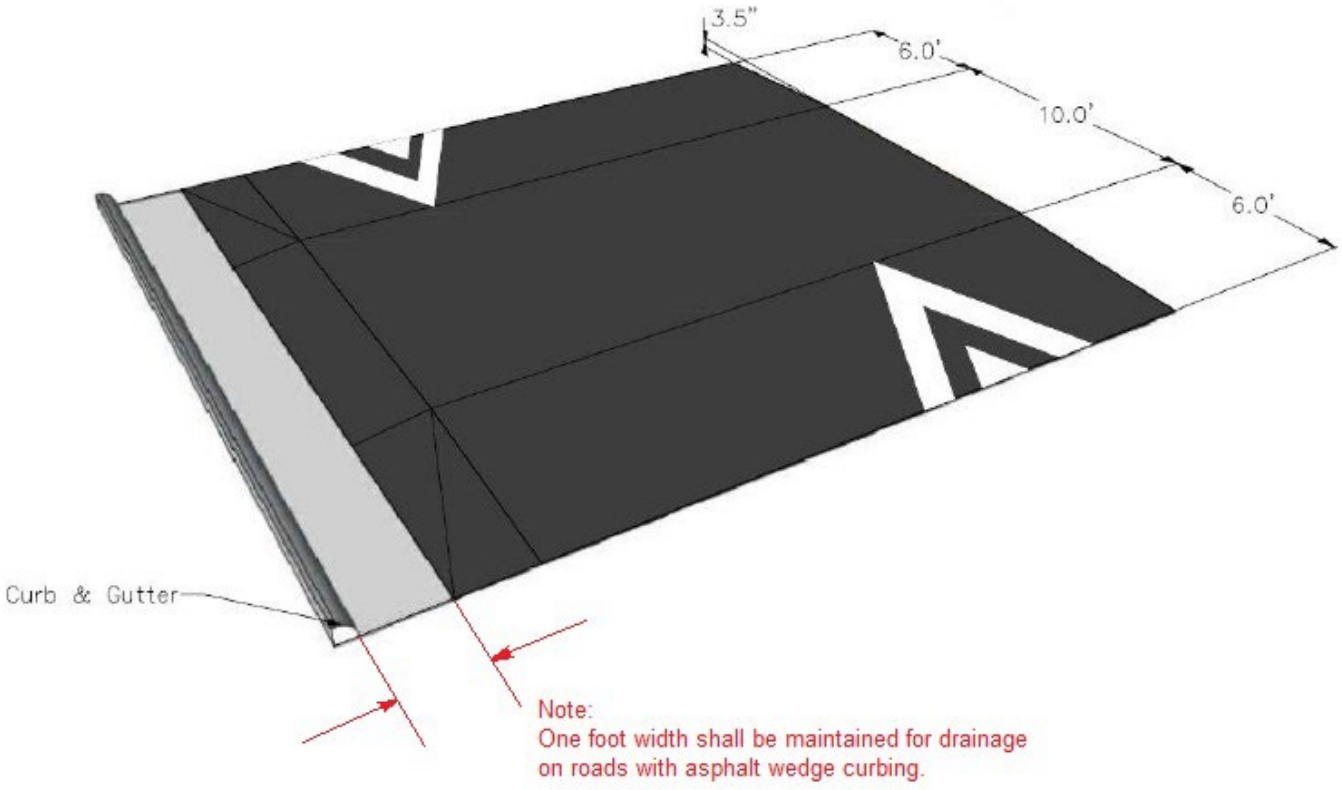
1. The residents could pay for the cost of the speed hump(s) and the city will provide the labor for a one-time installation.
2. The residents could pursue a Local Improvement District designation.
3. The neighborhood can provide a petition with the needed signatures to city council and the council can direct staff to proceed with installing the speed humps.

Should a residential area pursue non-compliant installation, petition acceptance & support is still required and can be coordinated with City staff. The contact person or residential area may reimburse the City, who will then circulate mailed ballot cards within the affected area as previously defined. Responses from the mailed ballot cards are considered valid and current for six (6) months from the conclusion of the initial study and may be used for options one (1) and three (3) from above. Non-compliant installation can only be pursued on studies conducted in the previous six (6) months. All previous deadlines, support, acceptance, and signature thresholds apply.

Speed Hump Installation – After obtaining all studies, approvals, and the appropriate residential surveys the city will install or have a contractor install the speed hump(s). Residents are to be reminded that mandatory signage and pavement markings accompany speed humps. There will be a minimum of two (2) warnings signs per approach per speed hump, one (1) placed on the right-hand side of the road and another placed at or near the speed hump, within the city right of way.

Speed Hump Removal – Once the speed hump(s) has been in place for two (2) years, a neighborhood can revisit their decision to use speed hump(s). If the residential survey reveals a 70 % support from the residents to remove the speed humps, they will be removed.
If the neighborhood requests removal before the two-year period they will be responsible for 50% of the removal cost.

SPEED HUMP DETAIL



Rev. Date 01/2025

SUBJECT – STREETS, TRAFFIC, AND PARKING Requests for Speed Limit Changes	Number 160.3	Revised 3-15-99 9-9-24	Effective Date 10-25-82	Page 1 of 1

A petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon receipt of a valid petition, City Council will hold a public hearing to consider the request.

Speed Limit Information

Speed limits are controlled by general statutes and local and state ordinances. Within incorporated municipalities, the statutory speed limit is 35 miles per hour (MPH) unless otherwise ordinanced and posted. The statutory speed limit on roads outside incorporated municipalities is 55 MPH unless otherwise ordinanced and posted.

Some highways have speed limits of up to 70 MPH on certain sections. However, the speed limit along these routes may drop to 55 MPH when they pass through certain areas. These speed limit reductions are clearly designated in North Carolina, so care should be taken to reduce speed when entering these lower speed zones.

Crash records show that motorists driving too slow can create a safety hazard and cause crashes just as a motorist driving too fast can. If weather and traffic permit, motorists should always try to travel at the posted speed.

Statutory Speed Limits

Rural Areas	***55****
Incorporated Municipalities	***35****
School Buses	***45***
Activity Buses	***55***

** Unless ordinanced and posted otherwise*

Reduce speed when hazardous conditions are present such as rain, snow, ice, congestion, darkness or low visibility, etc.

Roy Cooper
Governor

James H. Trogdon, III
Secretary of Transportation

Transportation Mobility and Safety Division
1561 Mail Service Center
Raleigh, North Carolina 27699-1561

(919) 814-5000

NCDOT Web Site:
http://www.ncdot.gov/

Traffic Safety Web Site:
https://connect.ncdot.gov/resources/safety/Pages/default.aspx

August 2018

North Carolina
Department of Transportation

Speed Limits

When traffic problems occur, concerned citizens frequently ask if the speed limit can be lowered. The following information explains how speed limits are established and what they can and cannot do to solve traffic concerns.

How are speed limits determined?

Roadways are initially designed to accommodate certain speeds. If a speed limit change is requested on a State Highway System road, a traffic engineer will perform an engineering and traffic investigation to determine the appropriate speed limit. These investigations examine:

- Road surface characteristics, shoulder conditions, roadway alignment and sight distance.
- Commercial and residential development, and roadside friction (number of driveways, parking, pedestrians, etc.).
- Safe speed for curves and other locations along the section of road being studied.
- Frequency and severity of crashes.
- 85th percentile speed — the speed at or below which 85 percent of the traffic is moving.

This investigation will help the traffic engineer determine if the speed limit is safe and reasonable. The traffic engineer will share the results of the investigation upon request. If a change is recommended, the traffic engineer will request approval from the State Traffic Engineer. Once approved, speed limit signs will be changed and the new speed limit will become legally enforceable.

Will lowering the posted speed limits reduce speeding?

Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation.

What are special speed zones?

Some areas such as school zones and work zones have special speed limits to enhance the safety of pedestrians, highway workers and others. These slower speeds may seem inconvenient, but obeying them can prevent a serious crashes and injuries.

What if I have a speeding problem in my neighborhood?

Speeding on residential streets is a common complaint reported to the Department. If you believe motorists regularly exceed the speed limit along a particular road, contact your local law enforcement agency and make them aware of the concern. Police can check the speed of motorists and issue citations to offenders.

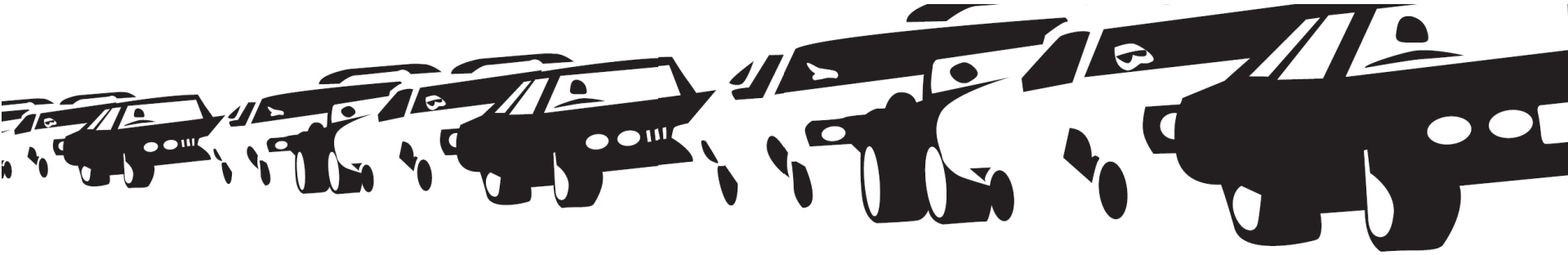
Neighborhood traffic often contributes to the problem. Programs such as community watch, neighborhood partnerships, and homeowner's associations are often the most effective way to reach those drivers. The majority of speed offenders in neighborhoods are residents of that neighborhood and not motorists "cutting through."

Common Misconceptions

It is often believed that stop signs, traffic signals and speed bumps will control vehicle speeds. While stop signs and traffic signals are important traffic control devices, they are not used to control vehicle speeds.

The purpose of stop signs and traffic signals is to assign right of way at intersections. Overuse of stop signs and traffic signals reduce both their effectiveness and driver compliance.

For more information about traffic control devices, please visit http://mutcd.fhwa.dot.gov/



§ 136-18. Powers of Department of Transportation.

The Department of Transportation has the following powers:

(1) The authority and general supervision over all matters relating to the construction, maintenance, and design of State transportation projects, letting of contracts therefor, and the selection of materials to be used in the construction of State transportation projects under the authority of this Chapter.

(2) Related to right-of-way:

a. To take over and assume exclusive control for the benefit of the State of any existing county or township roads.

b. To locate and acquire rights-of-way for any new roads that may be necessary for a State highway system.

c. Subject to the provisions of G.S. 136-19.5(a) and (b), to use existing rights-of-way, or locate and acquire such additional rights-of-way, as may be necessary for the present or future relocation or initial location, above or below ground, of all of the following:

1. Telephone, telegraph, distributed antenna systems (DAS), broadband communications, electric and other lines, as well as gas, water, sewerage, oil, and other pipelines, to be operated by public utilities as defined in G.S. 62-3(23) and which are regulated under Chapter 62 of the General Statutes, or by municipalities, counties, any entity created by one or more political subdivisions for the purpose of supplying any such utility services, electric membership corporations, telephone membership corporations, or any combination thereof.

2. Nonutility owned or operated communications or data transmission infrastructure.

The Department may widen, relocate, change, or alter the grade or location thereof, or alter the location or configuration of the lines or systems above or below ground. No agreement for use of Department right-of-way under this sub-subdivision shall abrogate the Department's ownership and control of the right-of-way. The Department may adopt policies and rules necessary to implement this sub-subdivision.

d. To change or relocate any existing roads that the Department of Transportation owns or acquires.

e. To acquire by gift, purchase, or otherwise, any road or highway, or tract of land or other property whatsoever that may be necessary for a State transportation system and adjacent utility rights-of-way.

f., g. Repealed by Session Laws 2019-76, s. 23, effective October 1, 2019.

All changes or alterations authorized by this subdivision are subject to G.S. 136-54 to G.S. 136-63, to the extent that those sections are applicable.

Nothing in this Chapter authorizes the Department of Transportation to allow or pay anything to any county, township, city, or town, or to any board of commissioners or governing body thereof, for any existing road or part of any road heretofore constructed by the county, township, city, or town, unless a contract has already been entered into with the Department of Transportation.

(3) To provide for such road materials as may be necessary to carry on the work of the Department of Transportation, either by gift, purchase, or condemnation. When any person, firm, or corporation owning a deposit of sand, gravel, or

other material necessary for the construction of the system of State highways has entered into a contract to furnish the Department of Transportation any of such material, at a price to be fixed by the Department of Transportation, thereafter the Department of Transportation may condemn the necessary right-of-way under Article 9 of this Chapter, to connect the deposit with any part of the system of State highways or public carrier. Easements to material deposits condemned under this Article shall not become a public road and the condemned easement shall be returned to the owner as soon as the deposits are exhausted or abandoned by the Department of Transportation.

(4) To enforce by mandamus or other proper legal remedies all legal rights or causes of action of the Department of Transportation with other public bodies, corporations, or persons.

(5) To make rules, regulations, and ordinances for the use of, and to police traffic on, the State highways, and to prevent their abuse by individuals, corporations, and public corporations, by trucks, tractors, trailers, or other heavy or destructive vehicles or machinery, or by any other means whatsoever, and to provide ample means for the enforcement of the rules, regulations, and ordinances. The violation of any of the rules, regulations, or ordinances so prescribed by the Department of Transportation constitutes a Class 1 misdemeanor. The Department of Transportation shall not make a rule, regulation, or ordinance that conflicts with any statute or any ordinance of incorporated cities or towns, except the Department of Transportation may regulate parking upon any street which forms a link in the State highway system, if the street is maintained with State highway funds.

(6) To establish a traffic census to secure information about the relative use, cost, value, importance, and necessity of roads forming a part of the State highway system, which information shall be a part of the public records of the State, and upon which information the Department of Transportation shall, after due deliberation and in accordance with these established facts, proceed to order the construction of the particular highway or highways.

(7) To assume full and exclusive responsibility for the maintenance of all roads other than streets in towns and cities, forming a part of the State highway system from the date of acquiring the roads. The Department of Transportation may maintain all streets constructed by the Department of Transportation in towns of less than 3,000 population by the last census, and such other streets as may be constructed in towns and cities at the expense of the Department of Transportation, whenever in the opinion of the Department of Transportation it is necessary and proper so to do.

(8) To give suitable names to State highways and change the names as determined by the Board of Transportation of any highways that shall become a part of the State system of highways.

(9) In consultation with university system and community college horticulture programs and the North Carolina Forestry Association, the Department shall use seeds and plants the U.S. Department of Agriculture has classified as native to a state or county in the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the U.S. Department of Agriculture has classified as native to North Carolina, in the highway right-of-way in the promotion of erosion control, landscaping, and general protection of the highways, except that the Department may use (i) nonnative

grasses, plants, and seeds for the purpose of soil and slope stabilization for erosion control and (ii) nonnative turf grasses. For purposes of this subdivision, the Southeastern United States means the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The Department shall also have the power to acquire by gift or otherwise land for and to construct, operate, and maintain roadside parks, picnic areas, picnic tables, scenic overlooks, and other appropriate turnouts for the safety and convenience of highway users; and to cooperate with municipal or county authorities, federal agencies, civic bodies, and individuals in the furtherance of those objectives. None of the roadside parks, picnic areas, picnic tables, scenic overlooks, or other turnouts, or any part of the highway right-of-way shall be used for commercial purposes except for any of the following:

a. Materials displayed in welcome centers in accordance with G.S. 136-89.56.
b. Vending machines permitted by the Department of Transportation and placed by the Division of Services for the Blind of the Department of Health and Human Services, as the State licensing agency designated pursuant to Section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107a(a)(5)). The Department of Transportation shall regulate the placing of the vending machines in highway rest areas and shall regulate the articles to be dispensed.
c. Activities permitted by a local government pursuant to an ordinance meeting the requirements of G.S. 136-27.4.

Every other use or attempted use of any of these areas for commercial purposes constitutes a Class 1 misdemeanor, and each day's use constitutes a separate offense.

(10) To make proper and reasonable rules, regulations, and ordinances for the placing or erection of telephone, telegraph, electric, and other lines, above or below ground, wireless facilities, signboards, fences, gas, water, sewerage, oil, or other pipelines, and other similar obstructions that may, in the opinion of the Department of Transportation, contribute to the hazard upon any of the highways or in any way interfere with the highways, and to make reasonable rules and regulations for the proper control thereof. And whenever the order of the Department of Transportation shall require the removal of, or changes in, the location of telephone, telegraph, electric, or other lines, wireless facilities, signboards, fences, gas, water, sewerage, oil, or other pipelines, or other similar obstructions, the owners thereof shall at their own expense, except as provided in G.S. 136-19.5(c), move or change them to conform to the order of the Department of Transportation. Any violation of these rules and regulations or noncompliance with these orders constitutes a Class 1 misdemeanor. For purposes of this subdivision, "wireless facilities" has the definition set forth in G.S. 160D-931.

(11) To regulate, abandon, and close to use grade crossings on any road designated as part of the State highway system, and whenever a public highway has been designated as part of the State highway system and the Department of Transportation, in order to avoid a grade crossing or crossings with a railroad or railroads, continues or constructs the road on one side of the railroad or railroads, the Department of Transportation may abandon and close to use the

grade crossings; and whenever an underpass or overhead bridge is substituted for a grade crossing, the Department of Transportation may close to use and abandon the grade crossing and any other adjacent crossing.

(12) To comply fully with the provisions of the Intermodal Surface Transportation Efficiency Act of 1991, Pub. L. No. 102-240, 105 Stat. 1914 (1991), as amended, and all other federal aid acts and programs the Department is authorized to administer. The Department of Transportation may enter into all contracts and agreements with the United States government relating to survey, construction, improvement and maintenance of roads, urban area traffic operations studies, and improvement projects on the streets on the State highway system and on the municipal system in urban areas, under the provisions of the present or future congressional enactments, to submit such scheme or program of construction or improvement and maintenance as may be required by the Secretary of Transportation or otherwise provided by federal acts, and to do all other acts necessary to carry out fully the cooperation contemplated and provided for by present or future aid acts of Congress for the construction or improvement and maintenance of federal aid of State highways. The good faith and credit of the State are further pledged to make available funds necessary to meet the requirements of the acts of Congress, present or future, appropriating money to construct and improve rural post roads and apportioned to this State during each of the years for which federal funds are now or may hereafter be apportioned by the act or acts, to maintain the roads constructed or improved with the aid of funds so appropriated and to make adequate provisions for carrying out the construction and maintenance. The good faith and credit of the State are further pledged to maintain the roads now built with federal aid and hereafter to be built and to make adequate provisions for carrying out the maintenance. Upon request of the Department of Transportation and in order to enable it to meet the requirements of acts of Congress with respect to federal aid funds apportioned to the State of North Carolina, the State Treasurer may, with the approval of the Governor and Council of State, issue short term notes from time to time, and in anticipation of State highway revenue, and to be payable out of State highway revenue for such sums as may be necessary to enable the Department of Transportation to meet the requirements of the federal aid appropriations, but in no event shall the outstanding notes under the provisions of this section amount to more than two million dollars ($2,000,000).

(12a) To establish, administer, and receive federal funds for a transportation infrastructure banking program as authorized by the Intermodal Surface Transportation Efficiency Act of 1991, Pub. L. 102-240, as amended, and the National Highway System Designation Act of 1995, Pub. L. 104-59, as amended. The Department of Transportation may apply for, receive, administer, and comply with all conditions and requirements related to federal financial assistance necessary to fund the infrastructure banking program. The infrastructure banking program established by the Department of Transportation may utilize federal and available State funds for the purpose of providing loans or other financial assistance to governmental units, including toll authorities, to finance the costs of transportation projects authorized by the federal aid acts referenced in this subdivision. Such loans or other financial assistance shall be subject to repayment and conditioned upon the establishment of such security and the payment of such fees and interest rates

as the Department of Transportation may deem necessary. The Department of Transportation may apply a municipality's share of funds allocated under G.S. 136-41.1 or G.S. 136-44.20 as necessary to ensure repayment of funds advanced under the infrastructure banking program. The Department of Transportation shall establish jointly, with the State Treasurer, a separate infrastructure banking account with necessary fiscal controls and accounting procedures. Funds credited to this account shall not revert, and interest and other investment income shall accrue to the account and may be used to provide loans and other financial assistance as provided under this subdivision. The Department of Transportation may establish such rules and policies as are necessary to establish and administer the infrastructure banking program. The infrastructure banking program authorized under this subdivision shall not modify the formula for the distribution of funds established by G.S. 136-189.11. Governmental units may apply for loans and execute debt instruments payable to the State in order to obtain loans or other financial assistance provided for in this subdivision. The Department of Transportation shall require that applicants pledge as security for the obligations revenues derived from operation of the benefited facilities or systems, other sources of revenue, or their faith and credit, or any combination thereof. The faith and credit of the governmental units shall not be pledged or be deemed to have been pledged unless the requirements of Article 4 of Chapter 159 of the General Statutes have been met. The State Treasurer, with the assistance of the Local Government Commission, shall develop and adopt appropriate debt instruments for use under this subdivision. The Local Government Commission shall develop and adopt appropriate procedures for the delivery of debt instruments to the State without any public bidding therefor. The Local Government Commission shall review and approve proposed loans to applicants pursuant to this subdivision under the provisions of Articles 4 and 5 of Chapter 159 of the General Statutes, as if the issuance of bonds was proposed, so far as those provisions are applicable. Loans authorized by this subdivision are outstanding debt for the purpose of Article 10 of Chapter 159 of the General Statutes.

(12b) To issue "GARVEE" bonds (Grant Anticipation Revenue Vehicles) or other eligible debt-financing instruments to finance federal-aid highway projects using federal funds to pay a portion of principal, interest, and related bond issuance costs, as authorized by 23 U.S.C. § 122, as amended (the National Highway System Designation Act of 1995, Pub. L. 104-59). These bonds shall be issued by the State Treasurer on behalf of the Department and shall be issued pursuant to an order adopted by the Council of State under G.S. 159-88. The State Treasurer shall develop and adopt appropriate debt instruments, consistent with the terms of the State and Local Government Revenue Bond Act, Article 5 of Chapter 159 of the General Statutes, for use under this subdivision. Prior to issuance of any "GARVEE" or other eligible debt instrument using federal funds to pay a portion of principal, interest, and related bond issuance costs, the State Treasurer shall determine (i) that the total outstanding principal of the debt does not exceed the total amount of federal transportation funds authorized to the State in the prior federal fiscal year; or (ii) that the maximum annual principal and interest of the debt does not exceed twenty percent (20%) of the expected average annual federal revenue shown for the period in the most recently adopted Transportation

Improvement Program. Notes issued under the provisions of this subdivision shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof, or a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds and revenues pledged therefor. All the notes shall contain on their face a statement to the effect that the State of North Carolina is not obligated to pay the principal or the interest on the notes, except from the federal transportation fund revenues as shall be provided by the documents governing the revenue note issuance, and that neither the faith and credit nor the taxing power of the State of North Carolina or of any of its political subdivisions is pledged to the payment of the principal or interest on the notes. The issuance of notes under this Part does not directly or indirectly or contingently obligate the State or any of its political subdivisions to levy or to pledge any form of taxation whatever or to make any appropriation for their payment.

(13) To construct and maintain all walkways and driveways within the Mansion Square in the City of Raleigh and the Western Residence of the Governor in the City of Asheville including the approaches connecting with the city streets, and any funds expended therefor shall be a charge against general maintenance.

(14) To provide roads for the connection of airports in the State with the public highway system, and to mark the highways and erect signals along the highways for the guidance and protection of aircraft.

(15) To provide facilities for the use of waterborne traffic and recreational uses by establishing connections between the highway system and the navigable and nonnavigable waters of the State by means of connecting roads and piers. The facilities for recreational purposes shall be funded from funds available for safety or enhancement purposes.

(16) Pursuant to a resolution of the Board of Transportation, under the power of eminent domain and under the same procedure as provided for the acquirement of rights-of-way, to acquire title in fee simple to parcels of land for the purpose of exchanging the parcels of land for other real property to be used for the establishment of rights-of-way or for the widening of existing rights-of-way or the clearing of obstructions that, in the opinion of the Department of Transportation, constitute dangerous hazards at intersections. Real property may be acquired for these purposes only when the owner of the property needed by the Department of Transportation has agreed in writing to accept the property so acquired in exchange for that to be used by the Department of Transportation, and when, in the opinion of the Department of Transportation, an economy in the expenditure of public funds and the improvement and convenience and safety of the highway can be effected thereby.

(17) The Department of Transportation shall maintain and keep in repair, sufficient to accommodate the public school buses, roads leading from the State-maintained public roads to all public schools and public school buildings to which children are transported on public school buses to and from their homes. The Department of Transportation may construct, pave, and maintain school bus driveways and sufficient parking facilities for the school buses at those schools. The Department of Transportation may construct, pave, and maintain all other driveways and entrances to the public schools

leading from public roads not required in the preceding portion of this subdivision.

(18) To cooperate with appropriate agencies of the United States in acquiring rights-of-way for and in the construction and maintenance of flight strips or emergency landing fields for aircraft adjacent to State highways.

(19) To prohibit the erection of any informational, regulatory, or warning signs within the right-of-way of any highway project built within the corporate limits of any municipality in the State where the funds for the construction are derived in whole or in part from federal appropriations expended by the Department of Transportation, unless the signs have first been approved by the Department of Transportation.

(20) To maintain and keep in repair a suitable way of ingress and egress to all public or church cemeteries or burial grounds in the State notwithstanding the fact that the road is not a part of the State-maintained system of roads. For the purpose of this subdivision a public or church cemetery or burial ground is defined as a cemetery or burial ground in which there are buried or permitted to be buried deceased persons of the community in which the cemetery or burial ground is located, but does not mean a privately owned cemetery operated for profit or family burial plots.

(21) The Department of Transportation shall remove all dead animals from the traveled portion and rights-of-way of all primary and secondary roads and to dispose of the animals by burial or otherwise. In cases where there is evidence of ownership upon the body of any dead dog, the Department of Transportation shall take reasonable steps to notify the owner thereof by mail or other means.

(22) No airport or aircraft landing area shall be constructed or altered where the construction or alteration when undertaken or completed may reasonably affect motor vehicle operation and safety on adjoining public roads except in accordance with a written permit from the Department of Transportation or its duly authorized officers. The Department of Transportation may regulate airport and aircraft landing area construction and alteration in order to preserve safe clearances between highways and airways and the Department of Transportation may make rules, regulations, and ordinances for the preservation of safe clearances between highways and airways. The Department of Transportation is responsible for determining safe clearances and shall fix standards for this determination which shall not exceed the standards adopted for similar purposes by the United States Bureau of Public Roads under the Federal Aid Highway Act of 1958. Any person, firm, corporation, or airport authority constructing or altering an airport or aircraft landing area without obtaining a written permit as provided in this subdivision, or not in compliance with the terms of the permit, or violating the provisions of the rules, regulations, or ordinances promulgated under the authority of this section is guilty of a Class 1 misdemeanor. This subdivision does not apply to publicly owned and operated airports and aircraft landing areas receiving federal funds and subject to regulation by the Federal Aviation Authority.

(23) When in the opinion of the Department of Transportation an economy in the expenditure of public funds can be effected thereby, the Department of Transportation may enter into agreements with adjoining states regarding the planning, location, engineering, right-of-way acquisition, and construction of

roads and bridges connecting the North Carolina State highway system with public roads in adjoining states, and the Department of Transportation may do planning, surveying, locating, engineering, right-of-way acquisition, and construction on short segments of roads and bridges in adjoining states with the cost of the work to be reimbursed by the adjoining state, and may also enter into agreements with adjoining states providing for the performance of and reimbursement to the adjoining state of the cost of the work done within this State by the adjoining state. The Department of Transportation shall retain the right to approve any contract for work to be done in this State by an adjoining state for which the adjoining state is to be reimbursed.

(24) To pave driveways leading from State-maintained roads to rural fire district firehouses which are approved by the North Carolina Fire Insurance Rating Bureau and to facilities of rescue squads furnishing ambulance services which are approved by the North Carolina State Association of Rescue Squads, Inc.

(25) The Department of Transportation shall design, construct, repair, and maintain paved streets and roads upon the campus of each of the State's institutions of higher education, at State-owned hospitals for the treatment of tuberculosis, State-owned orthopedic hospitals, juvenile correction centers, mental health hospitals and developmental centers, schools for the deaf, and schools for the blind, when such construction, maintenance, or repairs have been authorized by the General Assembly in the appropriations bills enacted by the General Assembly. Cost for the construction, maintenance, and repairs shall be borne by the Highway Fund. Upon the General Assembly authorizing the construction, repair, or maintenance of a paved road or drive upon any of the institutions listed in this subdivision, the Department of Transportation shall give the project priority to ensure that it shall be accomplished as soon as feasible, at the minimum cost to the State, and in any event during the biennium for which the authorization has been given by the General Assembly.

(26) The Department of Transportation, at the request of a representative from a board of county commissioners, may acquire by condemnation new or additional right-of-way to construct, pave, or otherwise improve a designated State-maintained secondary road upon presentation by the board to the Department of Transportation of a duly verified copy of the minutes of its meeting showing approval of the request by a majority of its members and by the further presentation of a petition requesting the improvement executed by the abutting owners whose frontage on the secondary road equals or exceeds seventy-five percent (75%) of the linear front footage along the secondary road sought to be improved. This subdivision does not limit the authority of the Department of Transportation to exercise the power of eminent domain.

(27) To establish policies and promulgate rules providing for voluntary local government, property owner, or highway user participation in the costs of maintenance or improvement of roads which would not otherwise be necessary or would not otherwise be performed by the Department of Transportation and which will result in a benefit to the property owner or highway user. By way of illustration and not as a limitation, these costs include those incurred in connection with drainage improvements or maintenance, driveway connections, dust control on unpaved roads, surfacing or paving of roads and the acquisition of rights-of-way. Local government, property owner, and highway user participation can be in the form of

materials, money, or land (for right-of-way) as deemed appropriate by the Department of Transportation. The authority of this section shall not be used to authorize, construct, or maintain toll roads or bridges.

(28) To obtain land, either by gift, lease, or purchase, which shall be used for the construction and maintenance of ridesharing parking lots. The Department may design, construct, repair, and maintain ridesharing parking facilities.

(29) To establish policies and adopt rules about the size, location, direction of traffic flow, and the construction of driveway connections into any street or highway which is a part of the State Highway System. The Department of Transportation may require the construction and public dedication of acceleration and deceleration lanes, and traffic storage lanes and medians by others for the driveway connections into any United States route, or North Carolina route, and on any secondary road route with an average daily traffic volume of 4,000 vehicles per day or more.

(29a) To coordinate with all public and private entities planning schools to provide written recommendations and evaluations of driveway access and traffic operational and safety impacts on the State highway system resulting from the development of the proposed sites. All public and private entities shall, upon acquiring land for a new school or prior to beginning construction of a new school, relocating a school, or expanding an existing school, request from the Department a written evaluation and written recommendations to ensure that all proposed access points comply with the criteria in the current North Carolina Department of Transportation "Policy on Street and Driveway Access." The Department shall provide the written evaluation and recommendations within a reasonable time, which shall not exceed 60 days. This subdivision applies to improvements that are not located on the school property. The Department has the power to grant final approval of any project design under this subdivision. To facilitate completion of the evaluation and recommendations within the required 60 days, in lieu of the evaluation by the Department, schools may engage an independent traffic engineer prequalified by the Department. The resulting evaluation and recommendations from the independent traffic engineer shall also fulfill any similar requirements imposed by a unit of local government. This subdivision does not require the public or private entities planning schools to meet the recommendations made by the Department or the independent traffic engineer, except those highway improvements that are required for safe ingress and egress to the State highway system, pursuant to subdivision (29) of this section, and that are physically connected to a driveway on the school property. The total cost of any improvements to the State highway system provided by a school pursuant to this subdivision, including those improvements pursuant to subdivision (29) of this section, shall be reimbursed by the Department. Any agreement between a school and the Department to make improvements to the State highway system shall not include a requirement for acquisition of right-of-way by the school, unless the school is owned by an entity that has eminent domain power. Nothing in this subdivision precludes the Department from entering into an agreement with the school whereby the school installs the agreed upon improvements and the Department provides full reimbursement for the associated costs incurred by the school, including design fees and any costs of right-of-way or easements. The term "school," as used in this subdivision, means any facility engaged in the educational

instruction of children in any grade or combination of grades from kindergarten through the twelfth grade at which attendance satisfies the compulsory attendance law and includes charter schools authorized under G.S. 115C-218.5. The term "improvements," as used in this subdivision, refers to all facilities within the right-of-way required to be installed to satisfy the road cross-section requirements depicted upon the approved plans. These facilities include roadway construction, including pavement installation and medians; ditches and shoulders; storm drainage pipes, culverts, and related appurtenances; and, where required, curb and gutter; signals, including pedestrian safety signals; street lights; sidewalks; and design fees. Improvements do not include any costs for public utilities.

(29b) The Department of Transportation shall consider exceptions to the sight distance requirement for driveway locations in instances where the curves of the road are close and frequent. Exceptions shall be granted in instances where sufficient sight distance can be provided or established through other means such as advisory speed signs, convex mirrors, and advanced warning signs. When appropriate, the Department shall consider lowering the speed limit on the relevant portion of the road. The Department may require a driveway permit applicant to cover the cost of installing the appropriate signage around the driveway, including speed limit reduction and driveway warning signs, and may also require the applicant to install and maintain convex or other mirrors to increase the safety around the driveway location.

This subdivision applies only to sections of roadway where the minimum sight distance as defined in the published "Policy on Street and Driveway Access to North Carolina Highways" is not available for a proposed driveway.

(30) Consistent with G.S. 130A-309.14(a1), the Department of Transportation shall review and revise its bid procedures and specifications set forth in this Chapter to encourage the purchase or use of reusable, refillable, repairable, more durable, and less toxic supplies and products. The Department of Transportation shall require the purchase or use of these supplies and products in the construction and maintenance of highways and bridges to the extent that the use is practicable and cost-effective. The Department shall prepare an annual report on October 1 of each year to the Environmental Review Commission as required under G.S. 130A-309.14(a1).

(31) To designate portions of highways as scenic highways, and combinations of portions of highways as scenic byways, for portions of those highways that possess unusual, exceptional, or distinctive scenic, recreational, historical, educational, scientific, geological, natural, wildlife, cultural, or ethnic features. The Department shall remove, upon application, from any existing or future scenic highway or scenic byway designation, highway sections that meet all of the following:

a. Have no scenic value.

b. Have been designated or would be so designated solely to preserve system continuity.

c. Are adjacent to property on which is located one or more permanent structures devoted to a commercial or industrial activity and on which a commercial or industrial activity is actually conducted, in an unzoned area or an area zoned commercial or industrial pursuant to a State or local zoning ordinance or regulation, except for commercial activity related to tourism or recreation.

The Department shall adopt rules and regulations setting forth the criteria and procedures for the designation of scenic highways and scenic byways under this subdivision.

Those portions of highways designated as scenic by the Department prior to July 1, 1993, are considered to be designated as scenic highways and scenic byways under this subdivision, but the Department shall remove from this designation portions of those highway sections that meet the criteria set forth in this subdivision, if requested.

(32) To perform dredging services, on a cost reimbursement basis, for a unit of local government if the unit cannot obtain the services from a private company at a reasonable cost. A unit of local government is considered to be unable to obtain dredging services at a reasonable cost if it solicits bids for the dredging services in accordance with Article 8 of Chapter 143 of the General Statutes and does not receive a bid, considered by the Department of Transportation Engineering Staff, to be reasonable.

(33) The Department of Transportation shall, from time to time, carefully examine into and inspect the condition of each railroad, its equipment and facilities, in regard to the safety and convenience of the public and the railroad employees. If the Department finds any equipment or facilities to be unsafe, it shall at once notify the railroad company and require the company to repair the equipment or facilities.

(34) To conduct, in a manner consistent with federal law, a program of accident prevention and public safety covering all railroads and to investigate the cause of any railroad accident. In order to facilitate this program, any railroad involved in an accident that must be reported to the Federal Railroad Administration shall also notify the Department of Transportation of the occurrence of the accident.

(35) To establish rural planning organizations, as provided in Article 17 of this Chapter.

(36) The Department has the following powers related to fixed guideway public transportation system safety:

a. To oversee the safety of fixed guideway public transportation systems in the State not regulated by the Federal Railroad Administration, pursuant to 49 U.S.C. § 5329 and 49 U.S.C. § 5330 and any reauthorizations of or amendments to those sections. The Department shall adopt rules in conformance with 49 U.S.C. § 5329 and 49 U.S.C. § 5330 concerning its oversight of the safety of fixed guideway public transportation systems.

b. The Department shall examine and inspect the condition of each rail fixed guideway public transportation system and its equipment and facilities for the purpose of ensuring the safety and convenience of the public and the rail fixed guideway public transportation system's employees. If the Department finds any equipment or facilities to be unsafe, it shall at once notify the rail fixed guideway public transportation system and require the rail fixed guideway public transportation system to repair the equipment or facilities.

c. To conduct, in a manner consistent with federal law, a program of accident prevention and public safety covering all rail fixed guideway public transportation systems and to investigate the cause of any rail fixed guideway public transportation system accident. In order to

facilitate this program, any rail fixed guideway public transportation system involved in an accident meeting the reporting thresholds defined by the Department shall report the accident to the Department.

d. The Department shall review, approve, oversee, and enforce each rail fixed guideway public transportation system's implementation of the public transportation system safety plan required pursuant to 49 U.S.C. § 5329(d).

e. The Department shall audit, at least once triennially, each rail fixed guideway public transportation system's compliance with the public transportation agency safety plan required pursuant to 49 U.S.C. § 5329(d).

f. The Department shall provide, at least once annually, a status report on the safety of the rail fixed guideway public transportation systems overseen by the Department to the Federal Transit Administration, the Governor, and the Board of Directors, or equivalent entity, of any rail fixed guideway public transportation system the Department oversees.

g. The Department shall not receive funding for the activities authorized by sub-subdivisions a. through f. of this subdivision from any rail fixed guideway public transportation systems subject to the Department's authority pursuant to sub-subdivisions a. through f. of this subdivision.

(37) To permit use of and encroachment upon the right-of-way of a State highway or road for the purpose of construction and maintenance of a bridge owned by a private or public entity, if the bridge does not unreasonably interfere with or obstruct the public use of the right-of-way. Any agreement for an encroachment authorized by this subdivision shall be approved by the Board of Transportation, upon a finding that the encroachment is necessary and appropriate, in the sole discretion of the Board. Locations, plans, and specifications for any pedestrian or vehicular bridge authorized by the Board for construction pursuant to this subdivision shall be approved by the Department of Transportation. For any bridge subject to this subdivision, the Department shall retain the right to reject any plans, specifications, or materials used or proposed to be used, inspect and approve all materials to be used, inspect the construction, maintenance, or repair, and require the replacement, reconstruction, repair, or demolition of any partially or wholly completed bridge that, in the sole discretion of the Department, is unsafe or substandard in design or construction. An encroachment agreement authorized by this subdivision may include a requirement to purchase and maintain liability insurance in an amount determined by the Department of Transportation. The Department shall ensure that any bridge constructed pursuant to this subdivision is regularly inspected for safety. The owner shall have the bridge inspected every two years by a qualified private engineering firm based on National Bridge Inspection Standards and shall provide the Department copies of the bridge inspection reports where they shall be kept on file. Any bridge authorized and constructed pursuant to this subdivision is subject to all other rules and conditions of the Department of Transportation for encroachments.

(38) To enter into agreements with municipalities, counties, governmental entities, or nonprofit corporations to receive funds for the purposes of advancing right-of-way acquisition or the construction schedule of a project identified in the Transportation Improvement Program. If these funds are subject to

repayment by the Department, prior to receipt of funds, reimbursement of all funds received by the Department shall be shown in the existing Transportation Improvement Program and shall be reimbursed within the period of the existing Transportation Improvement Program.

(39) To enter into partnership agreements with private entities, and authorized political subdivisions to finance, by tolls, contracts, and other financing methods authorized by law, the cost of acquiring, constructing, equipping, maintaining, and operating transportation infrastructure in this State, and to plan, design, develop, acquire, construct, equip, maintain, and operate transportation infrastructure in this State. An agreement entered into under this subdivision requires the concurrence of the Board of Transportation. The Department shall report to the Chairs of the Joint Legislative Transportation Oversight Committee, the Chairs of the House of Representatives Appropriations Committee on Transportation, and the Chairs of the Senate Appropriations Committee on the Department of Transportation, at the same time it notifies the Board of Transportation of any proposed agreement under this subdivision. No contract for transportation infrastructure subject to an agreement under this subdivision that commits the Department to make nonretainage payments for undisputed capital costs of a completed transportation infrastructure to be made later than 18 months after final acceptance by the Department of the transportation infrastructure shall be executed without approval of the Local Government Commission. Any contracts for construction of highways, roads, streets, and bridges which are awarded pursuant to an agreement entered into under this section shall comply with the competitive bidding requirements of Article 2 of this Chapter.

(39a)a. The Department of Transportation or Turnpike Authority, as applicable, may enter into up to three agreements with a private entity as provided under subdivision (39) of this section for which the provisions of this section apply.

b. A private entity or its contractors must provide performance and payment security in the form and in the amount determined by the Department of Transportation. The form of the performance and payment security may consist of bonds, letters of credit, parent guaranties, or other instruments acceptable to the Department of Transportation.

c. Notwithstanding the provisions of G.S. 143B-426.40A, an agreement entered into under this subdivision may allow the private entity to assign, transfer, sell, hypothecate, and otherwise convey some or all of its right, title, and interest in and to the agreement, and any rights and remedies thereunder, to a lender, bondholder, or any other party. However, in no event shall any such assignment create additional debt or debt-like obligations of the State of North Carolina, the Department, or any other agency, authority, commission, or similar subdivision of the State to any lender, bondholder, entity purchasing a participation in the right to receive the payment, trustee, trust, or any other party providing financing or funding of projects described in this section. This sub-subdivision does not preclude the Department from making any payments due and owing pursuant to an agreement entered into under this section.

d. Article 6H of this Chapter applies to the Department of Transportation and to projects undertaken by the Department of Transportation under

subdivision (39) of this section. The Department may assign its authority under that Article to fix, revise, charge, retain, enforce, and collect tolls and fees to the private entity.

e. Any contract under this subdivision or under Article 6H of this Chapter for the development, construction, maintenance, or operation of a project shall provide for revenue sharing, if applicable, between the private party and the Department, and revenues derived from the project may be used as set forth in G.S. 136-89.188(a), notwithstanding the provisions of G.S. 136-89.188(d). Excess toll revenues from a Turnpike Project shall be used for the funding or financing of transportation projects within the corridor where the Turnpike Project is located. For purposes of this subdivision, the term "excess toll revenues" means those toll revenues derived from a Turnpike Project that are not otherwise used or allocated to the Authority or a private entity pursuant to this subdivision, notwithstanding the provisions of G.S. 136-89.188(d). For purposes of this subdivision, the term "corridor" means (i) the right-of-way limits of the Turnpike Project and any facilities related to the Turnpike Project or any facility or improvement necessary for the use, design, construction, operation, maintenance, repair, rehabilitation, reconstruction, or financing of a Turnpike Project; (ii) the right-of-way limits of any subsequent improvements, additions, or extension to the Turnpike Project and facilities related to the Turnpike projects, including any improvements necessary for the use, design, construction, operation, maintenance, repair, rehabilitation, reconstruction, or financing of those subsequent improvements, additions, or extensions to the Turnpike Project; and (iii) roads used for ingress or egress to the toll facility or roads that intersect with the toll facility, whether by ramps or separated grade facility, and located within one mile in any direction.

f. Agreements entered into under this subdivision shall comply with the following additional provisions:

1. The Department shall solicit proposals for agreements.
2. The agreement shall be limited to no more than 50 years from the date of the beginning of operations on the toll facility.
3. Notwithstanding the provisions of G.S. 136-89.183(a)(5), all initial tolls or fees to be charged by a private entity shall be reviewed by the Turnpike Authority Board. Prior to setting toll rates, either a set rate or a minimum and maximum rate set by the private entity, the private entity shall hold a public hearing on the toll rates, including an explanation of the toll setting methodology, in accordance with guidelines for the hearing developed by the Department. After tolls go into effect, the private entity shall report to the Turnpike Authority Board 30 days prior to any increase in toll rates or change in the toll setting methodology by the private entity from the previous toll rates or toll setting methodology last reported to the Turnpike Authority Board.

4. Financial advisors and attorneys retained by the Department on contract to work on projects pursuant to this subsection are subject to State law governing conflicts of interest.
5. 60 days prior to the signing of a concession agreement subject to this subdivision, the Department shall report to the Joint Legislative Transportation Oversight Committee on the following for the presumptive concessionaire:
   I. Project description.
   II. Number of years that tolls will be in place.
   III. Name and location of firms and parent companies, if applicable, including firm responsibility and stake, and assessment of audited financial statements.
   IV. Analysis of firm selection criteria.
   V. Name of any firm or individual under contract to provide counsel or financial analysis to the Department or Authority. The Department shall disclose payments to these contractors related to completing the agreement under this subdivision.
   VI. Demonstrated ability of the project team to deliver the project, by evidence of the project team's prior experience in delivering a project on schedule and budget, and disclosure of any unfavorable outcomes on prior projects.
   VII. Detailed description of method of finance, including sources of funds, State contribution amounts, including schedule of availability payments and terms of debt payments.
   VIII. Information on assignment of risk shared or assigned to State and private partner.
   IX. Information on the feasibility of finance as obtained in traffic and revenue studies.
6. The Turnpike Authority annual report under G.S. 136-89.193 shall include reporting on all revenue collections associated with projects subject to this subdivision under the Turnpike Authority.
7. The Department shall develop standards for entering into comprehensive agreements with private entities under the authority of this subdivision and report those standards to the Joint Legislative Transportation Oversight Committee on or before October 1, 2013.

(40) To expand public access to coastal waters in its road project planning and construction programs. The Department shall work with the Wildlife Resources Commission, other State agencies, and other government entities to address public access to coastal waters along the roadways, bridges, and other transportation infrastructure owned or maintained by the Department. The Department shall adhere to all applicable design standards and guidelines in implementation of this enhanced access.

(41) The Department shall, prior to the beginning of construction, determine whether all sidewalks and other facilities primarily intended for the use of pedestrians and bicycles that are to be constructed within the right-of-way of a

public street or highway that is a part of the State highway system or an urban highway system must be constructed of permeable pavement. "Permeable pavement" means paving material that absorbs water or allows water to infiltrate through the paving material. Permeable pavement materials include porous concrete, permeable interlocking concrete pavers, concrete grid pavers, porous asphalt, and any other material with similar characteristics. Compacted gravel shall not be considered permeable pavement.

(42) The Department shall develop and utilize a process for selection of transportation projects that is based on professional standards in order to most efficiently use limited resources to benefit all citizens of the State. The strategic prioritization process should be a systematic, data-driven process that includes a combination of quantitative data, qualitative input, and multimodal characteristics, and should include local input. The Department shall develop a process for standardizing or approving local methodology used in Metropolitan Planning Organization and Rural Transportation Planning Organization prioritization.

(43) For the purposes of financing an agreement under subdivision (39a) or (46) of this section, the Department of Transportation may act as a conduit issuer for private activity bonds to the extent the bonds do not constitute a debt obligation of the State. The issuance of private activity bonds under this subdivision and any related actions is governed by the State and Local Government Revenue Bond Act, Article 5 of Chapter 159 of the General Statutes, with G.S. 159-88 satisfied by adherence to the requirements of subdivision (39a) or (46) of this section.

(44) To contract for sponsorship arrangements for Department operations and may solicit contracts for these arrangements pursuant to Article 2 of this Chapter. All amounts collected and all savings realized as a result of these sponsorship arrangements shall be used by the Department toward funding of maintenance activities.

(44a) Where the Department owns or leases the passenger rail facility, owns or leases the rail equipment, or holds leasehold or license rights for the purpose of operating passenger stations, the Department may operate or contract for the following receipt-generating activities and use the proceeds to fund passenger rail operations:

a. Where the Department owns the passenger rail facility or owns or leases the rail equipment, operation of concessions on State-funded passenger trains and at passenger rail facilities to provide to passengers food, drink, and other refreshments, personal comfort items, Internet access, and souvenirs publicizing the passenger rail system.

b. Where the Department holds leasehold or license rights for the purpose of operating passenger stations, operation of concessions at rail passenger facilities to provide food, drink, and other refreshments, personal comfort items, Internet access, and souvenirs publicizing the passenger rail system, in accordance with the terms of the leasehold or license.

c. Advertising on or within the Department's passenger rail equipment or facility, including display advertising and advertising delivered to passengers through the use of video monitors, public address systems installed in passenger areas, and other electronic media.

d. The sale of naming rights to Department-owned passenger rail equipment or facilities.

(45) The Department shall not transfer ownership of a State-owned concrete arch bridge to any public, private, or nonprofit entity as part of any bridge relocation or reuse program project unless the entity assumes all liability associated with the bridge and posts a bond or other financial assurance acceptable to the Department to cover the present value of future maintenance costs, as well as any right-of-way or other additional costs if the bridge transfer would require the Department to change the planned route of any replacement structure.

(46) To enter into partnership agreements with private entities to finance, by contracts, revenues of facilities, and other financing methods authorized by law, the cost of acquiring, constructing, equipping, maintaining, and operating communications infrastructure supporting transportation infrastructure on the Interstate System as defined by Title 23, United States Code, Section 103(c) in this State, and to plan, design, develop, acquire, construct, equip, maintain, and operate communications infrastructure supporting transportation infrastructure within this State. For the purposes of this subdivision, communications infrastructure supporting transportation infrastructure means fiber optic trunk lines, microcell towers or other broadband or data transmission facilities located within the right-of-way of the interstate or primary highway system that is owned, and utilized completely or partly, by the Department for traffic management, highway safety, vehicle technology integration, and other functions of the Department. An agreement entered into under this subdivision requires the concurrence of the Board of Transportation. The Department shall report to the Chairs of the Joint Legislative Transportation Oversight Committee, the Chairs of the House of Representatives Appropriations Subcommittee on Transportation, and the Chairs of the Senate Appropriations Committee on the Department of Transportation, at the same time it notifies the Board of Transportation of any proposed agreement under this subdivision. No contract for communications infrastructure supporting transportation infrastructure subject to such an agreement that commits the Department to make nonretainage payments for undisputed capital costs for communications infrastructure supporting transportation infrastructure to be made later than 18 months after final acceptance by the Department shall be executed without approval of the Local Government Commission. Any contracts for communications infrastructure supporting transportation infrastructure which are awarded pursuant to an agreement entered into under this subdivision shall comply with the competitive bidding requirements of this Article. The Department may enter into agreements with one or more private entities under this subdivision as follows:

a. A private entity or its contractors must provide performance and payment security in the form of performance and payment bonds on the design and construction portion of the agreement as required under G.S. 44A-26.

b. Notwithstanding the provisions of G.S. 143B-426.40A, an agreement entered into under this subdivision may allow the private entity to assign, transfer, sell, hypothecate, and otherwise convey some or all of its right, title, and interest in and to such agreement, and any rights and

remedies thereunder, to a lender, bondholder, or any other party. However, in no event shall any such assignment create additional debt or debt-like obligations of the State of North Carolina, the Department, or any other agency, authority, commission, or similar subdivision of the State to any lender, bondholder, entity purchasing a participation in the right to receive the payment, trustee, trust, or any other party providing financing or funding of projects described in this subdivision. The foregoing shall not preclude the Department from making any payments due and owing pursuant to an agreement entered into under this subdivision.

c. An agreement entered into under this subdivision for communications infrastructure supporting transportation infrastructure may provide that private entities may commercialize the capacity of such communications infrastructure in excess of the Department's need through lease or other arrangements, with the Department having first right of refusal for future anticipated capacity needs.

d. No agreement entered into under this subdivision for use of Department right-of-way or communications infrastructure and its facilities shall abrogate the Department's ownership and control of the right-of-way or communications infrastructure and its facilities within the right-of-way.

e. Agreements entered into under this subdivision shall comply with the following additional provisions:

1. The Department shall solicit proposals for an agreement.
2. An agreement shall be limited to no more than 50 years from the date the communications infrastructure becomes operational and utilized by the Department.
3. Financial advisors and attorneys retained by the Department on contract to work on projects pursuant to this subdivision shall be subject to State law governing conflicts of interest.
4. Sixty days prior to the signing of a concession agreement subject to this subdivision, the Department shall report to the Joint Legislative Transportation Oversight Committee on the following for the presumptive concessionaire:
    I. Project description.
    II. Name and location of firms and parent companies, if applicable, including firm responsibility and stake, and assessment of audited financial statements.
    III. Analysis of firm selection criteria.
    IV. Name of any firm or individual under contract to provide counsel or financial analysis to the Department. The Department shall disclose payments to these contractors related to completing the agreement under this subdivision.
    V. Demonstrated ability of the project team to deliver the project, by evidence of the project team's prior experience in delivering a project on schedule and budget, and disclosure of any unfavorable outcomes on prior projects.

VI. Detailed description of method of finance, including sources of funds, State contribution amounts, including schedule of availability payments, service payments or similar remuneration, and terms of debt payments.

VII. Information on assignment of risk shared or assigned to the Department, the State, and private entity partner.

VIII. Information on the feasibility of finance. (1921, c. 2, s. 10; 1923, c. 160, s. 1; c. 247; C.S., s. 3846(j); 1929, c. 138, s. 1; 1931, c. 145, ss. 21, 25; 1933, c. 172; c. 517, c. 1; 1935, c. 213, s. 1; c. 301; 1937, c. 297, s. 2; c. 407, s. 80; 1941, c. 47; c. 217, s. 6; 1943, c. 410; 1945, c. 842; 1951, c. 372; 1953, c. 437; 1957, c. 65, s. 11; c. 349, s. 9; 1959, c. 557; 1963, cc. 520, 1155; 1965, c. 879, s. 1; 1967, c. 1129; 1969, c. 794, s. 2; 1971, cc. 289, 291, 292, 977; 1973, c. 507, s. 5; 1977, c. 460, ss. 1, 2; c. 464, ss. 7.1, 14, 42; 1981, c. 682, s. 19; 1983, c. 84; c. 102; 1985, c. 718, ss. 1, 6; 1987, c. 311; c. 417, ss. 1, 2; 1989, c. 158; 1989 (Reg. Sess. 1990), c. 962, s. 1; 1993, c. 197, s. 2; c. 488, s. 1; c. 524, s. 4; c. 539, ss. 974-977; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 247, s. 1; c. 507, s. 18.2; 1995 (Reg. Sess., 1996), c. 673, s. 4; 1996, 2nd Ex. Sess., c. 18, s. 19.10(a); 1997-428, s. 1; 1997-443, s. 11A.118(a); 2000-123, s. 1; 2000-140, s. 102; 2001-424, s. 27.27; 2003-184, s. 1; 2003-267, s. 1; 2004-168, s. 1; 2005-403, s. 2; 2006-230, s. 1(a); 2007-428, s. 1; 2007-439, s. 1; 2007-485, s. 3.1; 2008-164, s. 1; 2008-180, ss. 2, 8; 2009-266, s. 6; 2009-451, s. 25.6(a); 2010-97, s. 14; 2010-165, ss. 4, 4(a), 5-8; 2012-84, s. 2; 2012-184, s. 1; 2013-137, ss. 1, 2; 2013-183, ss. 4.2, 5.2; 2013-266, s. 1; 2014-58, ss. 9, 13; 2014-100, s. 34.27; 2014-115, s. 56.2; 2015-241, s. 29.22(a); 2016-90, s. 2(a); 2017-57, s. 34.6A(a); 2017-159, s. 3(a); 2017-197, s. 7.5; 2019-76, s. 23; 2019-111, s. 2.5(o); 2019-148, s. 1; 2019-199, s. 5(a), (b); 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2020-91, s. 4.5(a); 2023-134, s. 41.8(c).)

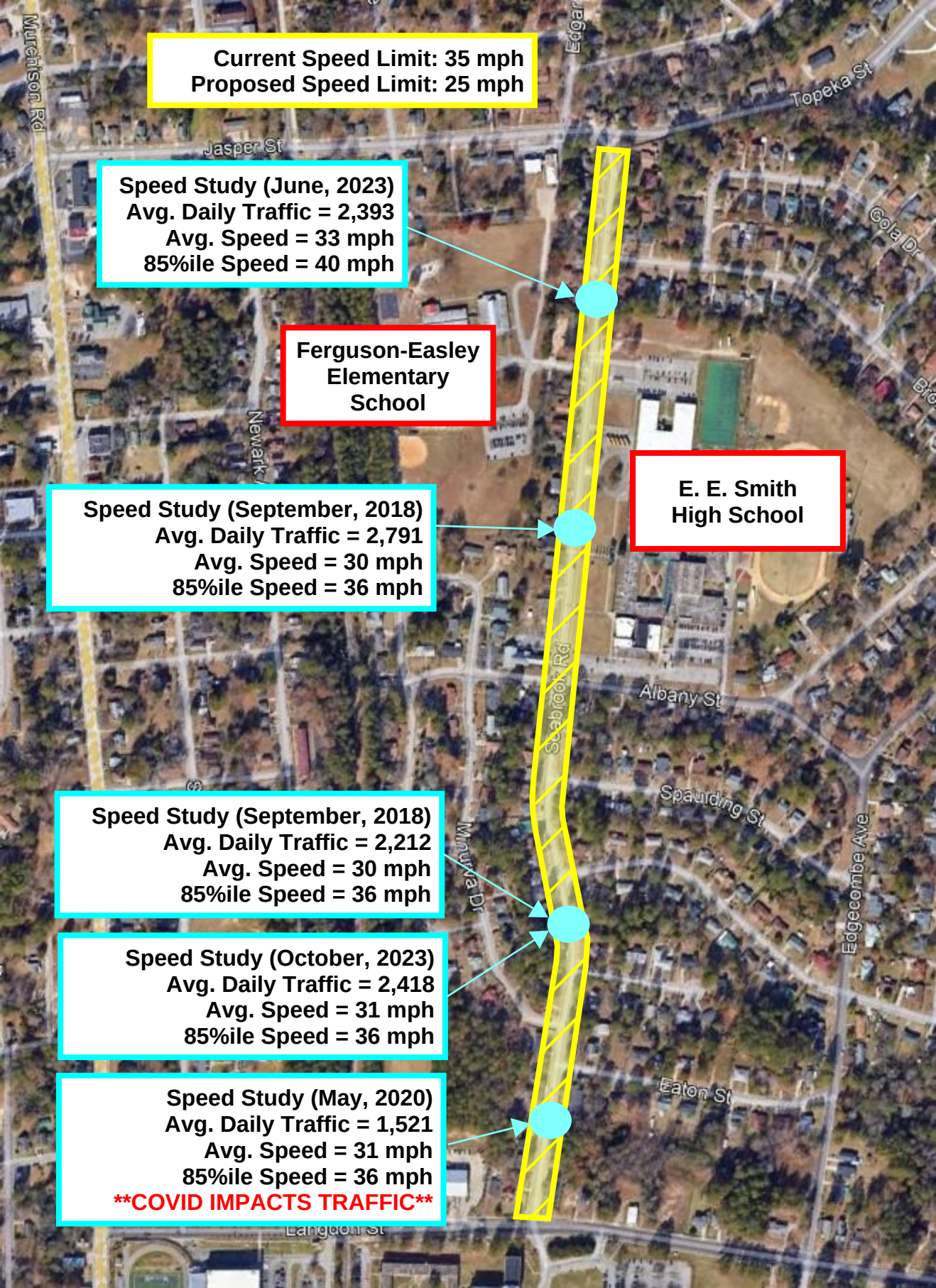
§ 20-141.1. Speed limits in school zones.

The Board of Transportation or local authorities within their respective jurisdictions may, by ordinance, set speed limits lower than those designated in G.S. 20-141 for areas adjacent to or near a public, private or parochial school. Limits set pursuant to this section shall become effective when signs are erected giving notice of the school zone, the authorized speed limit, and the days and hours when the lower limit is effective, or by erecting signs giving notice of the school zone, the authorized speed limit and which indicate the days and hours the lower limit is effective by an electronic flasher operated with a time clock. Limits set pursuant to this section may be enforced only on days when school is in session, and no speed limit below 20 miles per hour may be set under the authority of this section. A person who drives a motor vehicle in a school zone at a speed greater than the speed limit set and posted under this section is responsible for an infraction and is required to pay a penalty of two hundred fifty dollars ($250.00). (1977, c. 902, s. 2; 1979, c. 613; 1997-341, s. 1.1; 2011-64, s. 1.)

19A NCAC 02B .0232 SCHOOL FLASHERS (STATE MUNICIPAL SYSTEM)

Standard signing and marking for school zones is the responsibility of the Department of Transportation. If a traffic and engineering investigation conducted by the Department of Transportation shows that there are hazardous conditions present adjacent to a school greater than those normally present in school areas, and that these conditions can be alleviated by the use of school flashers, then the Department of Transportation will install school flashers and maintain them.

History Note: *Authority G.S. 136-18(5);*
Eff. July 1, 1978;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. September 6, 2016.


Current Speed Limit: 35 mph
Proposed Speed Limit: 25 mph
Speed Study (June, 2023)
Avg. Daily Traffic = 2,393
Avg. Speed = 33 mph
85%ile Speed = 40 mph
Ferguson-Easley Elementary School
E. E. Smith High School
Speed Study (September, 2018)
Avg. Daily Traffic = 2,791
Avg. Speed = 30 mph
85%ile Speed = 36 mph
Speed Study (September, 2018)
Avg. Daily Traffic = 2,212
Avg. Speed = 30 mph
85%ile Speed = 36 mph
Speed Study (October, 2023)
Avg. Daily Traffic = 2,418
Avg. Speed = 31 mph
85%ile Speed = 36 mph
Speed Study (May, 2020)
Avg. Daily Traffic = 1,521
Avg. Speed = 31 mph
85%ile Speed = 36 mph
COVID IMPACTS TRAFFIC
Murchison Rd
Jasper St
Topeka St
Gola Dr
Newark
Albany St
Spaulding St
Edgecombe Ave
Eaton St
Langdon St

City of Fayetteville

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

City Council Action Memo

File Number: 25-4839

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A7

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

THRU: **Adam Lindsay, ICMA-CM, Assistant City Manager**

FROM: **Brian McGill, P.E., PTOE, Assistant Public Services Director - Traffic Services**

DATE: **August 11, 2025**

RE:

Approval of Speed Ordinance Revision on West Rowan Street

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal I: The City of Fayetteville will be a safe and secure community.
Objective 1.2: To ensure traffic and pedestrian safety.
Goal IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.
Objective 4.5: To ensure a place for people to live in great neighborhoods.

Executive Summary:

City Council unanimously passed the motion at the August 4, 2025 Council Work Session to place the Council Member Request for West Rowan Street's speed limit reduction from 35 mph to 25 mph on the August 11, 2025 Regular Council Session consent agenda.

Should this speed limit reduction proceed, it would apply for the entirety of West Rowan Street, from its intersection with NC 24 (Bragg Boulevard) to its intersection with Oakridge Avenue.

Background:

The current speed limit on West Rowan Street is 35 mph, matching the City-wide statutory speed limit. West Rowan Street is a two-lane, City-owned and maintained, approximately 0.68-mile-long road. It has sidewalks sporadically throughout the corridor, and multi-use lanes along the majority of the road west of US 401 Business (MLK Boulevard). NCDOT defines West Rowan Street as a "local" road. The land-use abutting the road is primarily residential west, and commercial or recreation east, of the bridge over US 401 Business (MLK Boulevard).

The requested speed limit reduction would apply for the entirety of the road, from its intersection with NC 24 (Bragg Boulevard) to Oakridge Avenue. West Rowan Street is the only road that would have its speed limit revised with this agenda item; NC 24 (Bragg Boulevard), Oakridge Avenue, and all neighborhood roadways that branch off from West

Rowan Street would remain their respective speed limits.

West Rowan Street has received periodic requests for various traffic calming measures, namely speed humps and stop sign requests. Following the City's Residential Traffic Management Program (RTMP) for Speed Humps, attached to this agenda item, speed humps cannot be installed on roads that are posted greater than 25 mph. For this location to receive speed humps, its speed limit would have to be reduced. For a city-owned road to have its speed limit reduced in the City of Fayetteville, in this case from 35 mph to 25 mph, then City Council Policy 160.3 would apply. City Council Policy 160.3 is attached to this agenda item for reference.

Based on City Council Policy 160.3, to-date, staff have not received a petition to reduce the speed limit for West Rowan Street, nor have knowledge of one being started.

Following the City's RTMP for Multi-Way Stops, attached to this agenda item, a criterion for installation is three or more accidents that are correctable by the installation of stop signs. The requests we've received for West Rowan Street have not indicated three or more accidents that are correctable by the installation of stop signs.

There may be some who wish to use stop signs to control speeding. The City is unable to do this as we have officially adopted the Federal Highway Administration's *Manual on Uniform Traffic Control Devices* (MUTCD) per Chapter 16, *Motor Vehicles and Traffic*, Article I, *In General*, Section 16-2, *Manual on Uniform Traffic Control Devices and Supplement, Adopted*. Section 2B.06 line 06 of the MUTCD states stop signs should not be used as a speed control and is attached to this agenda item for reference.

City Council unanimously passed the motion at the August 4, 2025 Council Work Session to place West Rowan Street's speed limit reduction from 35 mph to 25 mph on the August 11, 2025 Regular Council Session consent agenda.

Issues/Analysis:

NCDOT's "S-40_Brochure" says the following with regard to lowering speed limits in an effort to reduce speeding:

"Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation."

From the most recent study performed on this road, in 2022, the average daily traffic

(ADT) was 1,100 vehicles per day east of Hinsdale Avenue, and 1,800 vehicles per day west of Hinsdale Avenue. The average speed was 27 mph east of Hinsdale Avenue, and 30 mph west of Hinsdale Avenue, respectively. The 85th percentile speed at both locations was 36 mph.

85th percentile speed is the term used to reflect the speed at or below which 85 percent of traffic is moving.

These studies indicate that most travelers on this road are not speeding based on the current speed limit. As advised by NCDOT's S-40 brochure, by reducing the speed limit with no other enforcement or changes to the physical roadway in the area, staff expect "…no significant changes in vehicle speeds following the posting of an artificially reduced speed limit."

Should the speed limit be reduced and no significant changes in vehicle speeds be observed, staff expect citizens to submit an RTMP request for speed humps. The request for speed humps to slow traffic speeds is expected to qualify given the expectation that reducing the speed limit will not reduce vehicle speeds alone.

Staff have concern with installing speed humps on West Rowan Street due to the grade or slope of the road, specifically east of US 401 Business (MLK). Per the Institute of Transportation Engineers "*A Guide to Vertical Deflection Speed Reduction Techniques: Planning and Design of Speed Humps, Speed Tables and Other Related Measures*" speed humps "…are normally not considered for use on street with grades of 8 percent or more approaching the hump." Based on Cumberland County GIS's web map and contours, grades were measured up to 7 percent on West Rowan Street. Should the speed limit reduction be approved and a subsequent speed hump request be made and qualify, more accurate grades will be collected after further review to determine speed hump placement.

Chapter 16, *Motor Vehicles and Traffic*, Article III, *Traffic Schedules*, Section 16-61, *Traffic Schedules Adopted; City Manager Authorized to Compile.*, requires Council approve changes to these ordinances. Should this agenda item be approved, the speed limit revision for West Rowan Street will be reflected in item 12 - Speed Control.

Budget Impact:

There is no noticeable impact to the budget for this change. All sign installation and maintenance costs will be within the existing Engineering and Infrastructure operating budget.

Options:

- Adopt the ordinance revision
- Reject the ordinance revision

Recommended Action:

Per City Council unanimously placing this item on the consent agenda, adopt the ordinance revision.

Attachments:

West Rowan Street - Speed Limit Reduction Ordinance
City Council Policy 160.3
MUTCD Excerpt
rtmp-speedhump_final
rtmp-multiwaystop_final
S-40_Brochure
Study Area Map

Ordinance Number NS2025 _____

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina that Chapter 16, "Motor Vehicles and Traffic", is hereby amended to read as follows:

Sec. 16-21. Traffic Schedule Number 12 – Speed Control

There is hereby revised to reflect the following:

WEST ROWAN STREET

From: NC 24 (Bragg Boulevard)

To: Oakridge Avenue

Speed Limit: 25 mph

Adopted this _____ day of _____, 2025.

CITY OF FAYETTEVILLE

BY:_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, MPA, MMC, City Clerk

SUBJECT – STREETS, TRAFFIC, AND PARKING Requests for Speed Limit Changes	Number 160.3	Revised 3-15-99 9-9-24	Effective Date 10-25-82	Page 1 of 1

A petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon receipt of a valid petition, City Council will hold a public hearing to consider the request.

PART II - CODE OF ORDINANCES

CHAPTER 16 - MOTOR VEHICLES AND TRAFFIC

Article I. - In General

Sec. 16-2. Manual on Uniform Traffic Control Devices and Supplement, Adopted.

a. The city does hereby adopt the Federal Highway Administration's current edition and any subsequent revisions of the Manual on Uniform Traffic Control Devices as its standard guideline policy for the placement, operation, and maintenance of traffic control devices.

b. Furthermore, the city does hereby adopt the state department of transportation's Supplement to the Manual on Uniform Traffic Control Devices, current edition and any subsequent revisions, as its guideline for the placement, operation, and maintenance of traffic control devices on state system streets within its corporate limits.

(Code 1961, § 20-2)

Effective on: 11/18/2013

SIGNING FOR RIGHT-OF-WAY AT INTERSECTIONS

Section 2B.06 General Considerations

Support:

01 Unsignalized intersections represent the most common form of intersection right-of-way control. Selection of control type might be impacted by specific requirements of State law or local ordinances.

02 Roundabouts and traffic circles are circular intersection designs and are not traffic control devices. The decision to convert an intersection from a conventional intersection to a circular intersection is an engineering design decision and not a traffic control device decision. As such, criteria for conversion from a conventional intersection to a circular intersection are not included in the MUTCD.

Guidance:

03 *The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.*

Support:

04 Some types of right-of-way control that can exist at an unsignalized intersection in order from the least restrictive to the most restrictive are the following:

A. No intersection control (see Section 2B.09): There are no right-of-way traffic control devices on any of the approaches to the intersection.
B. Yield control (see Section 2B.10): YIELD signs are placed on all approaches (for a circular intersection), on opposing approaches for a four-leg intersection, on a single approach for a three-leg intersection, or in the median of a divided highway. The YIELD signs are placed on the minor road.
C. Minor road stop control (see Section 2B.11): STOP signs are typically placed on opposing approaches (for a four-leg intersection) or on a single approach (for a three-leg intersection). The STOP signs are normally placed on the minor road. Section 2B.07 contains guidance on selecting the minor road.
D. All-way stop control (see Section 2B.12): STOP signs are placed on all approaches to the intersection.

Guidance:

05 *When selecting a form of intersection control, the following factors should be considered:*

A. Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;
B. Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;
C. Number and angle of approaches;
D. Approach speeds;
E. Sight distance available on each approach;
F. Reported crash experience; and
G. The presence of a grade crossing near the intersection.

Standard:

06 **YIELD or STOP signs shall not be used for speed control.**

Support:

07 Appropriate traffic calming or other speed control measures are available to control vehicle speeds, such as those that do not have the potential to diminish the effectiveness of traffic control devices when used for their specified purpose.

Standard:

08 **Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:**

A. If the signal indication for an approach is a flashing red at all times;
B. If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or
C. If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.

09 **STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other, except as provided for in Items A and B in Paragraph 3 of Section 2B.10.**

10 **Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.**

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

PUBLIC SERVICES

Traffic Services Division

RESIDENTIAL TRAFFIC MANAGEMENT PROGRAM

GUIDELINES TO MANAGE RESIDENTIAL TRAFFIC

GOALS

1. Improve residential livability by encouraging adherence to the speed limit.
2. Maintain access, safety and comfort for alternative transportation users on residential streets.
3. Encourage citizen involvement in solutions to residential traffic problems.
4. Appropriately channel public resources by prioritizing traffic mitigation requests according to documented criteria.
5. Effectively address the frequently conflicting, public safety interests of traffic mitigation and emergency response.

POLICIES

A request to consider modification of traffic flow on public streets **shall meet all** of the following criteria:

- The street must be classified as a two-lane, local street and be primarily residential in nature.
- Traffic volumes must equal or exceed the threshold volumes as indicated by the specific treatment criteria.
- Police and Fire Departments review and approve for satisfactory emergency service access.
- A traffic engineering safety study has determined that the proposed traffic flow modifications will not create undue traffic congestion on the subject street or on streets, which may be impacted by diverted traffic.
- **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions.**

PETITION ACCEPTANCE & SUPPORT REQUIREMENTS

The City Traffic Services Division determines the boundary of the "affected area" to be included in the petition directly and indirectly affected areas. The petition requesting traffic flow modifications must be supported by 70 percent of the total number of households directly affected by the proposed changes; one (1) household, one (1) signature minimum, 85 percent of all affected households that may need to use the street(s) on a daily basis must be contacted for petition to be accepted by the City. The City will post a minimum of two (2) yard signs on the requested street, indicating speed humps have been requested and qualify based on our policy. The City will mail ballot cards to addresses within the affected area requesting a response from the occupant regarding approval for the installation of speed humps on the requested street. The households immediately adjacent to the proposed improvement must accept the proposal 100%. All petitions have a deadline of 60 calendar days from the day the ballot cards are placed in the mail.

An eligible household is a single residential or commercial unit and shall include property owners, tenants, businesses and long-term tenants such as mobile park residents within the "affected area". In case of conflict between property owner and tenant, the property owner's vote takes precedence over the tenant.

SPEED HUMP APPLICATION POLICY

STAFF EVALUATION – An engineering and safety evaluation for any speed hump request will be made to determine if guidelines listed below are met. Speed humps can have a wide-ranging impact not only on the vehicles, but also on the residents living on the immediate and nearby streets. Therefore, their installation will be evaluated within an overall residential management study. **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions concerning speed humps.**

Speed hump applications will be handled in the order in which they were received. The city will fund only locations based on the annual funding provided they meet all criteria.

STREETS – Speed humps will be considered for installation only on residential, local streets. A local street is defined as one whose abutting land use is at least 85% residential when considered in segments of one thousand feet in length or more. The minimum length of the street or street segment under consideration for speed humps shall not be less than 1000 feet.

SPEED - Speed humps will be considered on local streets where the posted speed is 25 mph and speeds are **at least seven (7) miles per hour** or more above the posted speed limit by at least 85% of those vehicles using the street.

If the speed requirements are not met at the time of the initial study, a second study can be obtained six (6) months afterward to determine if the street meets this qualification.

Traffic Volumes – Each individual street location should be evaluated to justify installing speed humps. Street(s) must have a peak hour traffic volume of **at least 100 vehicles** (equivalent to approximately 1000 vehicles per day). Street(s) with average daily traffic volumes exceeding 3000 vehicles per day may require a special evaluation and justification for approval, giving full consideration to other alternative measures, where appropriate.

Residential Surveys – City staff will determine a petition area and coordinate petition circulation in order to determine a location for speed hump installation. The concurrence of not less than 70 % (one signature per household), either single family or multi family, whose livability is directly affected by the traffic conditions along the street(s) or street section(s) being considered for speed hump installation. This typically means direct road frontage of a residence but can also include adjoining side streets or cul-de-sacs. Where the proposed speed hump locations are determined, 100% of the signatures of the adjacent properties are required.

Non – Compliant Installation – If it is determined that a street does not meet the speed and volume requirements for speed humps and a residential area still desires speed humps, there are several options:

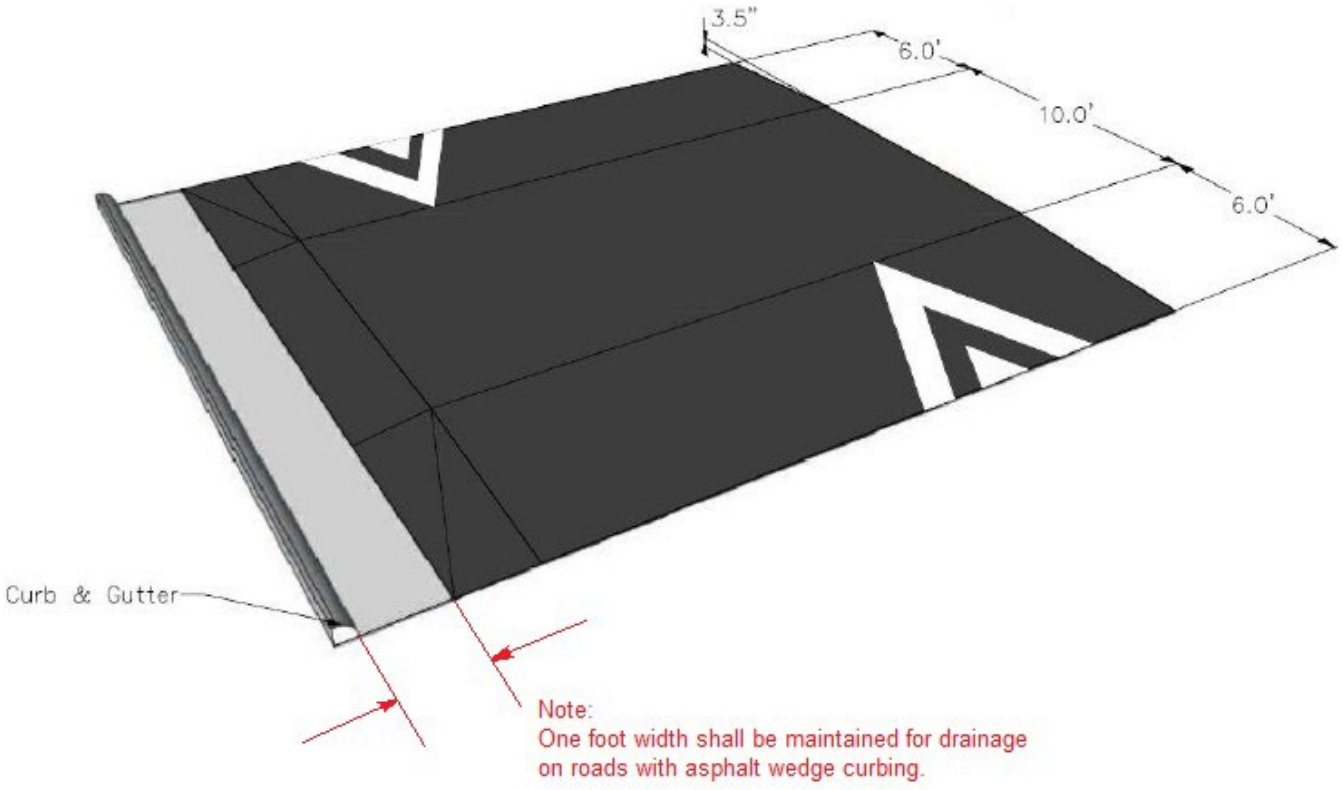
1. The residents could pay for the cost of the speed hump(s) and the city will provide the labor for a one-time installation.
2. The residents could pursue a Local Improvement District designation.
3. The neighborhood can provide a petition with the needed signatures to city council and the council can direct staff to proceed with installing the speed humps.

Should a residential area pursue non-compliant installation, petition acceptance & support is still required and can be coordinated with City staff. The contact person or residential area may reimburse the City, who will then circulate mailed ballot cards within the affected area as previously defined. Responses from the mailed ballot cards are considered valid and current for six (6) months from the conclusion of the initial study and may be used for options one (1) and three (3) from above. Non-compliant installation can only be pursued on studies conducted in the previous six (6) months. All previous deadlines, support, acceptance, and signature thresholds apply.

Speed Hump Installation – After obtaining all studies, approvals, and the appropriate residential surveys the city will install or have a contractor install the speed hump(s). Residents are to be reminded that mandatory signage and pavement markings accompany speed humps. There will be a minimum of two (2) warnings signs per approach per speed hump, one (1) placed on the right-hand side of the road and another placed at or near the speed hump, within the city right of way.

Speed Hump Removal – Once the speed hump(s) has been in place for two (2) years, a neighborhood can revisit their decision to use speed hump(s). If the residential survey reveals a 70 % support from the residents to remove the speed humps, they will be removed.
If the neighborhood requests removal before the two-year period they will be responsible for 50% of the removal cost.

SPEED HUMP DETAIL



Rev. Date 01/2025

FAYETTEVILLE NC

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PUBLIC SERVICES

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5. Effectively address the frequently conflicting, public safety interests of traffic mitigation and emergency response.

POLICIES

A request to consider modification of traffic flow on public streets **shall meet all** of the following criteria:

- The street must be classified as a two-lane, local street and be primarily residential in nature.
- Traffic volumes must equal or exceed the threshold volumes as indicated by the specific treatment criteria.
- Police and Fire Departments review and approve for satisfactory emergency service access.
- A traffic engineering safety study has determined that the proposed traffic flow modifications will not create undue traffic congestion on the subject street or on streets that may be impacted by diverted traffic.
- **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions.**

CRITERIA FOR MULTI-WAY STOPS ON RESIDENTIAL COLLECTOR STREETS

- Through street – minimum 1/3 mile in length
- Width of street to not exceed 36 feet
- The Average Daily Traffic (ADT) is less than 4,000 ADT, with highest eight (8) hours at least 50 % of ADT during a study period of Monday through Friday
- Cut through traffic (minimum of 25% of cut through traffic, in one (1) direction during any one-hour of the 8th highest hours)
- Three (3) or more accidents that are correctable by the installation of stop signs.
- The minor street must equal 40% of the main streets volume.
- The longest leg of a side street of the intersection being considered must exceed 400' in length
- The intersection must be at least 600' from another multi-way stop or from a stop condition along the main unstopped street.
- Petition acceptance & support requirements must be met
- A two-circuit overhead flasher may be required, if determined by engineering judgment of the Traffic Services Division

PETITION ACCEPTANCE & SUPPORT REQUIREMENTS

The City Traffic Services Division determines the boundary of the "affected area" to be included in the petition directly and indirectly affected areas. The petition requesting traffic flow modifications must be supported by 60 percent of the total number of households directly affected by the proposed changes; one (1) household, one (1) signature minimum, 85 percent of all affected households that may need to use the street(s) on a daily basis must be contacted for petition to be accepted by the City. The City will post yard signs near the requested intersection, indicating it is requested to be converted into a multi-way stop. The City will mail ballot cards to addresses within the affected area requesting a response from the occupant regarding approval for the conversion of the intersection into a multi-way stop. The households immediately adjacent to the proposed improvement must accept the proposal 75%. Signatures from undeveloped or unoccupied properties are not required. All petitions have a deadline of 60 calendar days from the day the ballot cards are placed in the mail.

An eligible household is a single residential or commercial unit and shall include property owners, tenants, businesses and long-term tenants such as mobile park residents within the "affected area". In case of conflict between property owner and tenant, the property owner's vote takes precedence over the tenant.

Speed Limit Information

Speed limits are controlled by general statutes and local and state ordinances. Within incorporated municipalities, the statutory speed limit is 35 miles per hour (MPH) unless otherwise ordinanced and posted. The statutory speed limit on roads outside incorporated municipalities is 55 MPH unless otherwise ordinanced and posted.

Some highways have speed limits of up to 70 MPH on certain sections. However, the speed limit along these routes may drop to 55 MPH when they pass through certain areas. These speed limit reductions are clearly designated in North Carolina, so care should be taken to reduce speed when entering these lower speed zones.

Crash records show that motorists driving too slow can create a safety hazard and cause crashes just as a motorist driving too fast can. If weather and traffic permit, motorists should always try to travel at the posted speed.

Statutory Speed Limits

Rural Areas	***55****
Incorporated Municipalities	***35****
School Buses	***45***
Activity Buses	***55***

** Unless ordinanced and posted otherwise*

Reduce speed when hazardous conditions are present such as rain, snow, ice, congestion, darkness or low visibility, etc.

Roy Cooper
Governor

James H. Trogdon, III
Secretary of Transportation

Transportation Mobility and Safety Division
1561 Mail Service Center
Raleigh, North Carolina 27699-1561

(919) 814-5000

NCDOT Web Site:
http://www.ncdot.gov/

Traffic Safety Web Site:
https://connect.ncdot.gov/resources/safety/Pages/default.aspx

August 2018

North Carolina
Department of Transportation

Speed Limits

When traffic problems occur, concerned citizens frequently ask if the speed limit can be lowered. The following information explains how speed limits are established and what they can and cannot do to solve traffic concerns.

How are speed limits determined?

Roadways are initially designed to accommodate certain speeds. If a speed limit change is requested on a State Highway System road, a traffic engineer will perform an engineering and traffic investigation to determine the appropriate speed limit. These investigations examine:

- Road surface characteristics, shoulder conditions, roadway alignment and sight distance.
- Commercial and residential development, and roadside friction (number of driveways, parking, pedestrians, etc.).
- Safe speed for curves and other locations along the section of road being studied.
- Frequency and severity of crashes.
- 85th percentile speed — the speed at or below which 85 percent of the traffic is moving.

This investigation will help the traffic engineer determine if the speed limit is safe and reasonable. The traffic engineer will share the results of the investigation upon request. If a change is recommended, the traffic engineer will request approval from the State Traffic Engineer. Once approved, speed limit signs will be changed and the new speed limit will become legally enforceable.

Will lowering the posted speed limits reduce speeding?

Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation.

What are special speed zones?

Some areas such as school zones and work zones have special speed limits to enhance the safety of pedestrians, highway workers and others. These slower speeds may seem inconvenient, but obeying them can prevent a serious crashes and injuries.

What if I have a speeding problem in my neighborhood?

Speeding on residential streets is a common complaint reported to the Department. If you believe motorists regularly exceed the speed limit along a particular road, contact your local law enforcement agency and make them aware of the concern. Police can check the speed of motorists and issue citations to offenders.

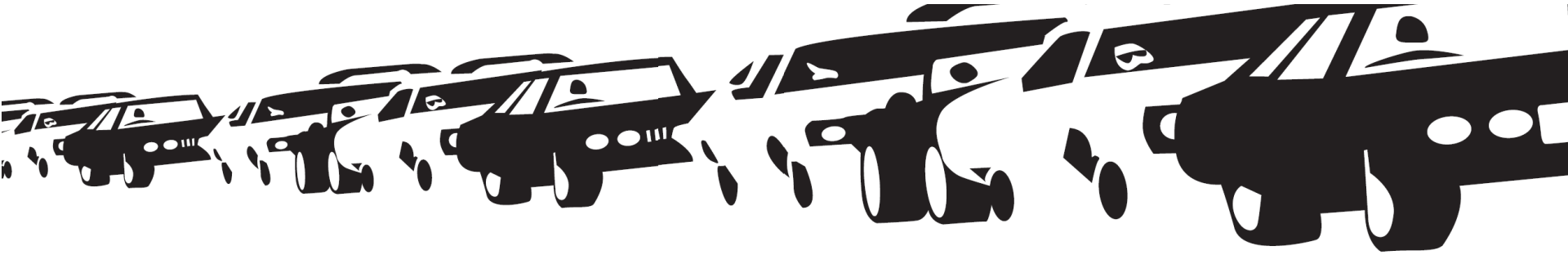
Neighborhood traffic often contributes to the problem. Programs such as community watch, neighborhood partnerships, and homeowner's associations are often the most effective way to reach those drivers. The majority of speed offenders in neighborhoods are residents of that neighborhood and not motorists "cutting through."

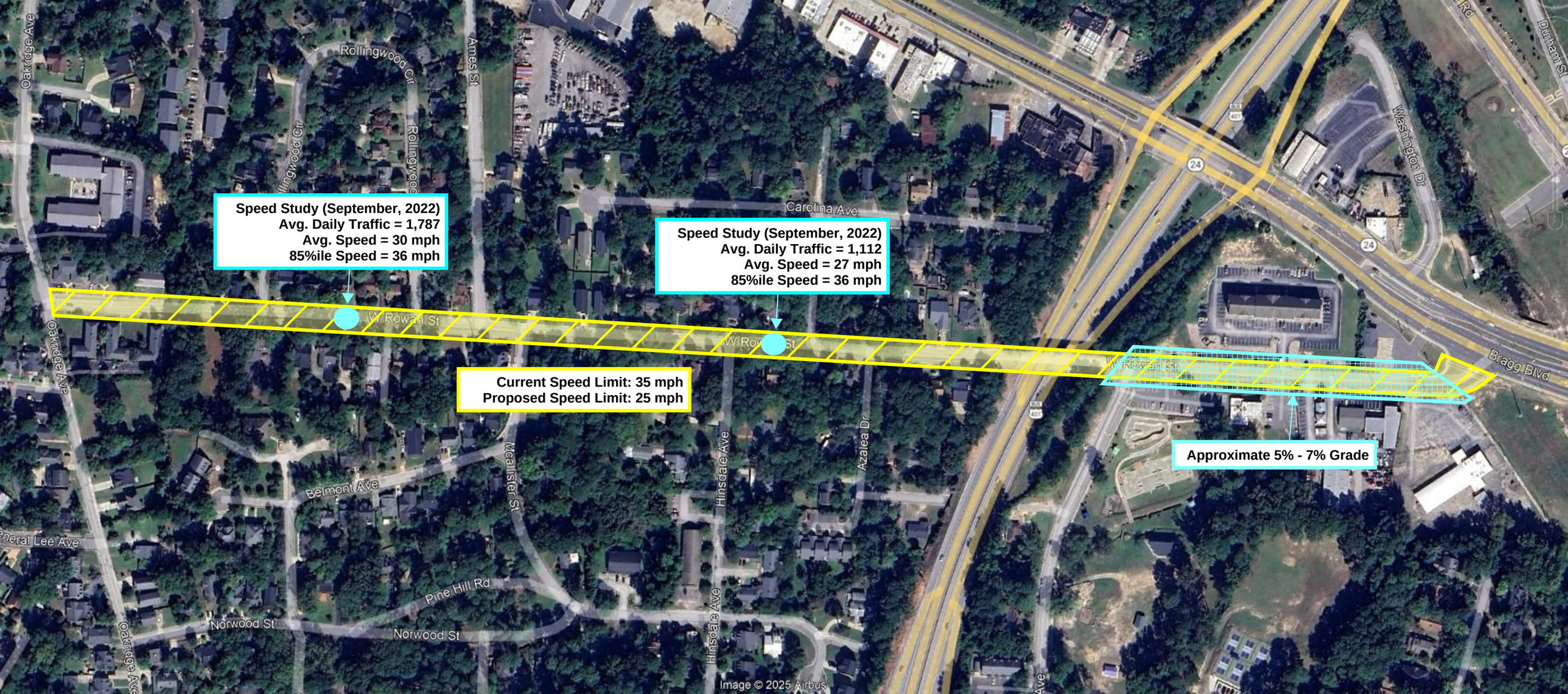
Common Misconceptions

It is often believed that stop signs, traffic signals and speed bumps will control vehicle speeds. While stop signs and traffic signals are important traffic control devices, they are not used to control vehicle speeds.

The purpose of stop signs and traffic signals is to assign right of way at intersections. Overuse of stop signs and traffic signals reduce both their effectiveness and driver compliance.

For more information about traffic control devices, please visit http://mutcd.fhwa.dot.gov/




Speed Study (September, 2022)
Avg. Daily Traffic = 1,787
Avg. Speed = 30 mph
85%ile Speed = 36 mph
Speed Study (September, 2022)
Avg. Daily Traffic = 1,112
Avg. Speed = 27 mph
85%ile Speed = 36 mph
Current Speed Limit: 35 mph
Proposed Speed Limit: 25 mph
Approximate 5% - 7% Grade
W Rowan St
Carolina Ave
Oakridge Ave
Rollingwood Cir
Ames St
Belmont Ave
Pine Hill Rd
Norwood St
McAlister St
Hinsdale Ave
Azalea Dr
Washington Dr
Bragg Blvd
Image © 2025 Airbus

City of Fayetteville

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

City Council Action Memo

File Number: 25-4768

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A8

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

THRU: **Adam Lindsay, Assistant City Manager**

FROM: **Jeffery Yates, Assistant City Manager**
Sheila Thomas-Ambat, Public Services Director
Alicia Lanier, Stormwater Project Manager Special Projects

DATE: **August 11, 2025**

RE:

Adopt CPO 2026-29 and amend CPOA 2026-40 (CPO 2020-1) to Re-Appropriate $534,050 of available funds from the FY20 Stormwater Improvement Project to the Cross Creek Channel Improvements Project and to Approve City Manager to execute the contract for the Cross Creek Channel Improvements Preliminary Design.

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Supports Goal 3: City Investment in Today and Tomorrow, through the Strategic Objective 3.1: To enhance City street connectivity, traffic flow, and stormwater systems.

Executive Summary:

The Cross Creek watershed, particularly in the downtown area, has experienced recurring and significant flooding, resulting in property damage and disruption to economic and community activity. As part of the City's Watershed Master Planning Program, Hazen and Sawyer identified the most effective and feasible long-term mitigation strategy to be the Cross Creek Channel Improvements project.

As discussed during the August 4th City Council Work Session, this project proposes to regrade the stream channel from MLK Freeway to Green Street, creating a defined channel and flood corridor to significantly increase capacity. It also includes the replacement of undersized bridges and culverts. The preliminary construction cost is estimated at $50 million, with specific property and easement needs to be refined through conceptual design.

To move the project forward, staff recommends initiating 15% design services to further develop the concept, evaluate alternatives, perform hydraulic modeling, and prepare preliminary engineering plans along with a strategic communications and public engagement framework.

The cost of this design phase is $534,050, which staff recommends funding through

available Stormwater Enterprise Funds from completed capital projects. These funds are ratepayer-supported and restricted to stormwater system use, with no impact to the General Fund.

Staff recommends approval of the budget amendment to advance this high-priority flood mitigation project to the next stage of design.

Background:

The City of Fayetteville previously engaged Hazen and Sawyer (Hazen) to conduct a comprehensive study of the Cross Creek watershed as part of the City's Watershed Master Planning Program. This study identified that the primary drainage system-Cross Creek-experiences significant flooding within the downtown area. Historic flood events have resulted in substantial property damage and recurring disruption to economic and community activities.

As part of the Cross Creek Watershed Master Plan, Hazen evaluated a range of flood mitigation strategies, including detention, diversion, floodplain buyouts, and increased system capacity. Of these alternatives, increasing the channel's conveyance capacity-by modifying the channel and floodplain geometry-was identified as the most feasible and effective solution for addressing downtown flooding. This concept was recommended to advance to conceptual design.

On September 5, 2023, Hazen presented the findings to City Council, summarizing the flooding concerns and outlining the advantages and limitations of each mitigation strategy. The analysis showed that both the proposed Rose Lake concept and the Cross Creek channel improvements would reduce flooding along the corridor, with the channel improvements having a particularly beneficial impact on the downtown area. The presentation further demonstrated that implementing both projects in tandem would offer the greatest flood reduction benefit.

Following the presentation, Council reached a consensus to pursue funding opportunities for both the Rose Lake and channel improvement concepts. City staff subsequently requested that Hazen provide scopes of work to advance both efforts. While the scope for the Rose Lake preliminary design has been submitted separately, this agenda item pertains to the conceptual design scope for the Cross Creek Channel Improvements.

The proposed scope includes supplemental survey and data collection, development of alternative channel improvement concepts, hydrologic and hydraulic modeling, benefit-cost analysis, and a preliminary engineering report with 15% design plans. Additionally, a key element of this phase will be the development of a strategic communications framework, including project branding, briefing materials for City staff and Council, and a public engagement plan.

These preliminary design services are anticipated to be completed within 11 months following the Notice to Proceed.

Staff is recommending the re-appropriation of $534,050 from the FY20 Stormwater

Improvements project for the new Cross Creek Channel Improvements project. These funds are restricted to the Stormwater Enterprise Fund and have no impact on the General Fund.

Issues/Analysis:

The Cross Creek Channel Improvements Project is the most impactful project from the Watershed Master Plan program. The high cost, long duration, and impact will necessitate careful planning and coordination. The contract for preliminary design continues to move this project forward.

Budget Impact:

Staff recommends the re-appropriation of $534,050 of available balance from FY20 Stormwater Improvement project to support the Cross Creek Channel Improvements. This allocation will fund supplemental survey and data collection, alternatives development, hydraulic modeling, benefit-cost analysis, preliminary engineering (15% design), and strategic communications planning.

Options:

1. Council approves Capital Project Ordinance Amendment (CPOA) 2026-40, Capital Project Ordinance (CPO) 2026-29 and the City Manager to execute the Cross Creek Channel Improvements Preliminary Design Contract.

2. Council does not approve CPOA 2026-40 CPO 2026-29 or the approval of the Cross Creek Channel Improvements Preliminary Design Contract and remands back to staff with additional guidance.

Recommended Action:

Council approve CPOA 2026-29, CPO 2026-40, and the City Manager to execute the Cross Creek Channel Improvements Preliminary Design Contract.

Attachments:

Capital Project Ordinance Amendment (CPOA) 2026-40
Capital Project Ordinance (CPO) 2026-29
Cross Creek Channel Improvements Preliminary Design Contract

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2026-40 (CPOA 2020-33 , CPO 2020-1)

WHEREAS, the City Council of the City of Fayetteville desires to enhance the City's stormwater infrastructure to meet community needs and City requirements; and

WHEREAS, the projects range from large Capital Improvements to address localized flooding, levels of service and impacts within the City's right-of-way, the design acceptance package (DAP) that addresses eligible off right-of-way private drainage issues, and the City's portion for Grant Funded projects; and

WHEREAS, providing an increased level of service to the storm sewer system intends to mitigate the impacts of flooding; and

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

Section 1. The project change authorized is for Capital Project Ordinance 2020-1, adopted effective July 1, 2019, for the funding of FY2020 storm water drainage improvement projects and other capital expenditures including, but not limited to: improvement projects at Sunbury Dr., Breezewood Ave., Broyhill Dr. and North Street; spot repair and small projects; GPS navigation and automatic vehicle locator equipment; vehicles and equipment including a street sweeper, flatbed dump truck, extended cab pick-up truck, and a sedan; easement and land acquisition; and, project management.

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

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

	Listed As	Amendment	Revised
Stormwater Operating Fund Transfer	$ 4,891,844	$ (534,050)	4,357,794
Investment Income	157,606	-	157,606
	$ 5,049,450	$ (534,050)	$ 4,515,400

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

Project Expenditures	$ 5,049,450	$ (534,050)	$ 4,515,400

Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out the 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 August, 2025.

CITY OF FAYETTEVILLE August 11, 2025

CAPITAL PROJECT ORDINANCE
ORD 2026-29

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

Section 1. The authorized project is for the Cross Creek Channel Improvements.

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

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

Unassigned Enterprise Capital Fund Balance	$ 534,050

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

Project Expenditures	$ 534,050

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the 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 August, 2025.

CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
HAZEN AND SAWYER

In accordance with the Professional Services Agreement (Agreement) dated April 1, 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and HAZEN AND SAWYER (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to:

This Work Authorization is for professional services related to the City of Fayetteville Cross Creek Channel Improvements Preliminary Design. Hazen and Sawyer will provide project management services and development of the preliminary design for Cross Creek Channel. This work authorization will be for the not-to-exceed fee shown in Exhibit A which is hereby attached and incorporated herein by reference.

Funding Mechanism: Stormwater Enterprise Fund

Division/Department Representing the City: Stormwater/Public Services

II. AGREEMENT & SCOPE OF SERVICE

The terms of the Agreement, attached as Exhibit B, are hereby incorporated by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization.

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as detailed in Exhibit A:

This Scope of Services is for professional services related to the City of Fayetteville Cross Creek Channel Preliminary Design. Hazen and Sawyer will provide project management services and development of the preliminary engineering design for Cross Creek Channel. This work authorization will be for the not-to-exceed fee shown in Exhibit A which is hereby attached and incorporated herein by reference.

The CONSULTANT shall request written confirmation and or execute an additional Work Authorization describing any scope change before performing any work beyond the scope specified in this Work Authorization. The confirmation shall identify any change in compensation and/or delay in completion which the scope changes entails and must be approved by the City Manager or his designee.

III. RESPONSIBILITIES

The responsibilities of the OWNER and CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as described in Exhibit A.

IV. COMPENSATION

OWNER shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the Agreement.

In the absence of a lump sum fee agreement, it is understood and agreed that:

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price will be exceeded.

2. The not to exceed compensation (including travel) for this Work Authorization is $534,050. This is not a guaranteed maximum amount but CONSULTANT shall not continue performing work in excess of this amount without further specific authorization. OWNER will be billed only for actual time worked and identified expenses.

Payment shall be made in accordance with the terms of the above referenced Agreement.

V. SCHEDULE

All work under this Work Authorization shall begin September 1, 2025 or notice to proceed and shall be complete by August 1, 2026 or 11 months after notice to proceed.

VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.

2. **E-Verify.** CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the U.S. 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. CONSULTANT 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 N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT 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 CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

3. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

4. **Morality Clause.** If, in the sole opinion of the OWNER, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the OWNER may immediately upon written notice to CONSULTANT, terminate this Agreement, in addition to any other rights and remedies that the OWNER may have hereunder or at law or in equity:

a. bring disrepute, contempt, scandal, or public ridicule to the Actor;

b. subject the Actor to prosecution;

c. offend the community or public morals/decency;

d. denigrate individuals or groups in the community served by the OWNER;

e. is scandalous or inconsistent with community standards or good citizenship;

f. adversely affect the OWNER'S finances, public standing, image, or reputation;

g. is embarrassing or offensive to the OWNER or may reflect unfavorably on the OWNER; and,

h. is derogatory or offensive to one or more employee(s) or customer(s) of the OWNER.

5. **Venue and Forum Selection.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6. **Termination for Cause.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, the OWNER shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed. CONSULTANT shall provide to the OWNER all reports, surveys or other related documents upon the OWNER'S request.

7. **Termination for Convenience.** Upon thirty (30) calendar days' written notice to CONSULTANT, the OWNER may, without cause and without prejudice to any other right or remedy legally available to the OWNER, terminate this Agreement. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the OWNER.

8. **Protest.** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

9. **Indemnification.** To the extent permitted by law, CONSULTANT agrees to indemnify and hold harmless the OWNER and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the OWNER by CONSULTANT does not constitute a waiver of the OWNER'S governmental immunity in any respects under North Carolina law.

10. **CITY'S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

11. **Survival of Terms.** All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

12. **Divestment of Companies Boycotting Israel or that Invest in Iran Certification.** CONSULTANT certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, CONSULTANT further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the OWNER for any and all damages, costs and attorneys' fees incurred by the OWNER in connection with any claim that this Agreement or any part thereof is void due to CONSULTANT appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

CONSULTANT ACCEPTANCE:

HAZEN AND SAWYER

BY: _____

PRINT: Matthew Jones

TITLE: Vice President

DATE: 07-02-25

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____
JENNIFER L AYRE, MPA, MMC
City Clerk

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

_____
TIFFANY R. MURRAY
Chief Financial Officer

Exhibit A

Scope of Services and Schedule

Hazen and Sawyer
4011 Westchase Blvd., Suite 500
Raleigh, NC 27607 • 919.833.7152

July 1, 2025

Cross Creek Channel Improvements: Preliminary Design Scope of Services

Introduction

The City of Fayetteville (City) previously engaged Hazen and Sawyer (Consultant) to study the Cross Creek watershed as part of the City's watershed master planning program. Through the watershed masterplan development, the Consultant identified through hydrologic and hydraulic modeling and field observations that the primary system, Cross Creek, has significant flooding within the downtown area (Figure 1). Historical flooding has resulted in significant property damages and disruption to community and economic activity in the downtown area. Cross Creek flooding includes:

- 5-year storm: Cross Creek is out of the banks at Festival Park and surrounds the Masonic Temple
- 10-year storm: Hillsboro Street overtops and Festival Park is flooded
- 25-year storm: Rowan Street overtops and Systel and the Post Office floods
- 100-year storm: Flooding reaches the Airborne Museum and Ann Street is near overtopping

Figure 1 - Ray Avenue overtopping during Tropical Storm Debby in August 2024

As part of the Cross Creek Watershed Master Plan development, the Consultant identified and evaluated high level concepts for proposed solutions to address flooding concerns, including detention, diversion, floodplain buyout, and capacity increases. Detention opportunities included conceptual design work for Rose Lake, documented under a separate preliminary engineering report, and additional detention opportunities at Glenville Lake and the CAT 1 Site. Each of these options focused on detaining stormwater upstream in the watershed before reaching downtown. Diversion opportunities considered included a large tunnel solution and a pump station, each of which would divert a portion of the creek flow around downtown areas with limited channel capacity and the worst flooding. Floodplain buyout would consist of purchasing properties within the 100-year floodplain, which would not directly address flooding extents but remove the risk of buildings flooding by removing the buildings. Increased capacity opportunities involved modifying channel and floodplain geometry to reduce the flooded width and increase the conveyance capacity of the channel.

The Consultant presented to the City Council on September 5, 2023, to summarize existing flooding concerns and discuss key advantages and limitations of the evaluated conceptual proposed solutions. The presented analysis noted that both Rose Lake and the channel improvement concept help reduce flooding along Cross Creek, with the channel improvement concept especially helping to address flooding downtown. Additionally, the analysis demonstrated that implementation of both concepts enhanced flood reduction. The City Council consensus resulting from this meeting was to pursue funding sources for both the channel improvement and Rose Lake options. City Staff subsequently requested Hazen to provide a scope of work to advance both of these efforts. The Rose Lake preliminary design scope has been presented separately. The conceptual design scope for Cross Creek Channel Improvements is presented herein.

Proposed services for Cross Creek Channel Improvements conceptual design include the following tasks:

- Project Management
- Supplemental Survey and Data Collection
- Channel Improvement Alternatives Development
- Hydrologic and Hydraulic Analyses
- Benefit Cost Analyses
- Preliminary Engineering Report

Basic Services

Task 1 – Project Management

1. Project Management – Consultant shall prepare and routinely update a Microsoft Project schedule and provide monthly reporting updates, including notification of any out-of-scope-work.

2. Progress Meetings – Consultant shall conduct monthly, one-hour virtual meetings with City staff throughout the project. Meetings shall include an update on the major milestones. As necessary, weekly phone calls shall be held to discuss critical or urgent items.

3. City Council Meetings – Consultant shall prepare materials and attend up to two (2) City Council meetings to support City staff.

4. Property Owner Notifications – Consultant shall prepare letters to notify property owners of required access during project for Consultant and Subconsultant staff. City shall be responsible for distribution of letters.

Deliverables

- Project schedule
- Monthly progress reports
- Progress meeting minutes
- City Council PowerPoint presentations
- Property owner notification letter

Task 2 – Supplemental Survey Data Collection

Consultant shall conduct a topographic survey, through a subconsultant, to establish additional key structures and crossings that are not detailed in the current survey database from the Cross Creek Watershed Masterplan. Survey extents shall include the stream corridor from the downstream side of Green Street bridge to the downstream side of the Rowan Street culvert (Figure 2) and is approximately 37 acres. Aerial/LiDAR and imagery will be collected with a 20 foot overlap (37 +/- acres) and approximately 5 acres are assumed to be validated through field run topo of obscured areas. The existing stream within development area will be located, and up to 18 field cross sections of the stream will be surveyed (Figure 2). The survey shall also include locations of all exposed or visible bedrock, saprolite, or hardpan present within the active channel.

Gravity storm sewers will be located and measured within the project limits, but SUE (subsurface utility engineering) survey is not included. LiDAR collection data will be post processed, including validation and map basic planimetrics from LiDAR data. An overall topographic survey will be prepared in accordance with NC Standards of Practice. Consultant will perform a field review of our subconsultant's survey information against existing field conditions.

Topographic data shall be used to perform hydraulic analyses, channel stability analyses, preliminary design of channel modifications and floodplain expansion, and used in establishing earthwork volumes for construction cost opinion development.

Deliverables

A signed PDF and electronic copy of the survey shall be provided in AutoDesk Civil 3D ® 2020 format.

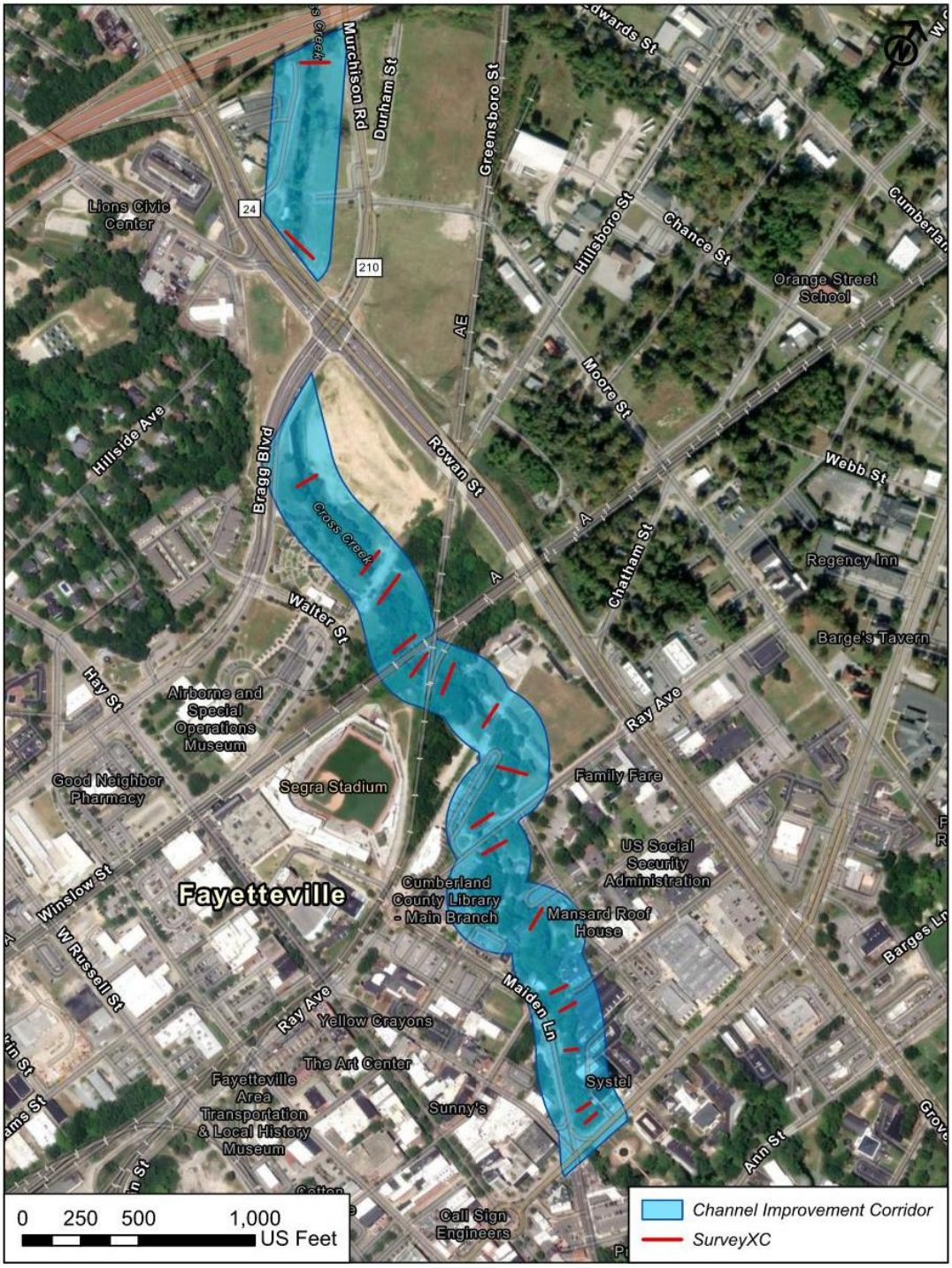


Figure 2 - Channel Improvement Corridor Boundary with Proposed Survey Cross Sections

Figure 3 - Upstream Portion of Channel Improvement Corridor

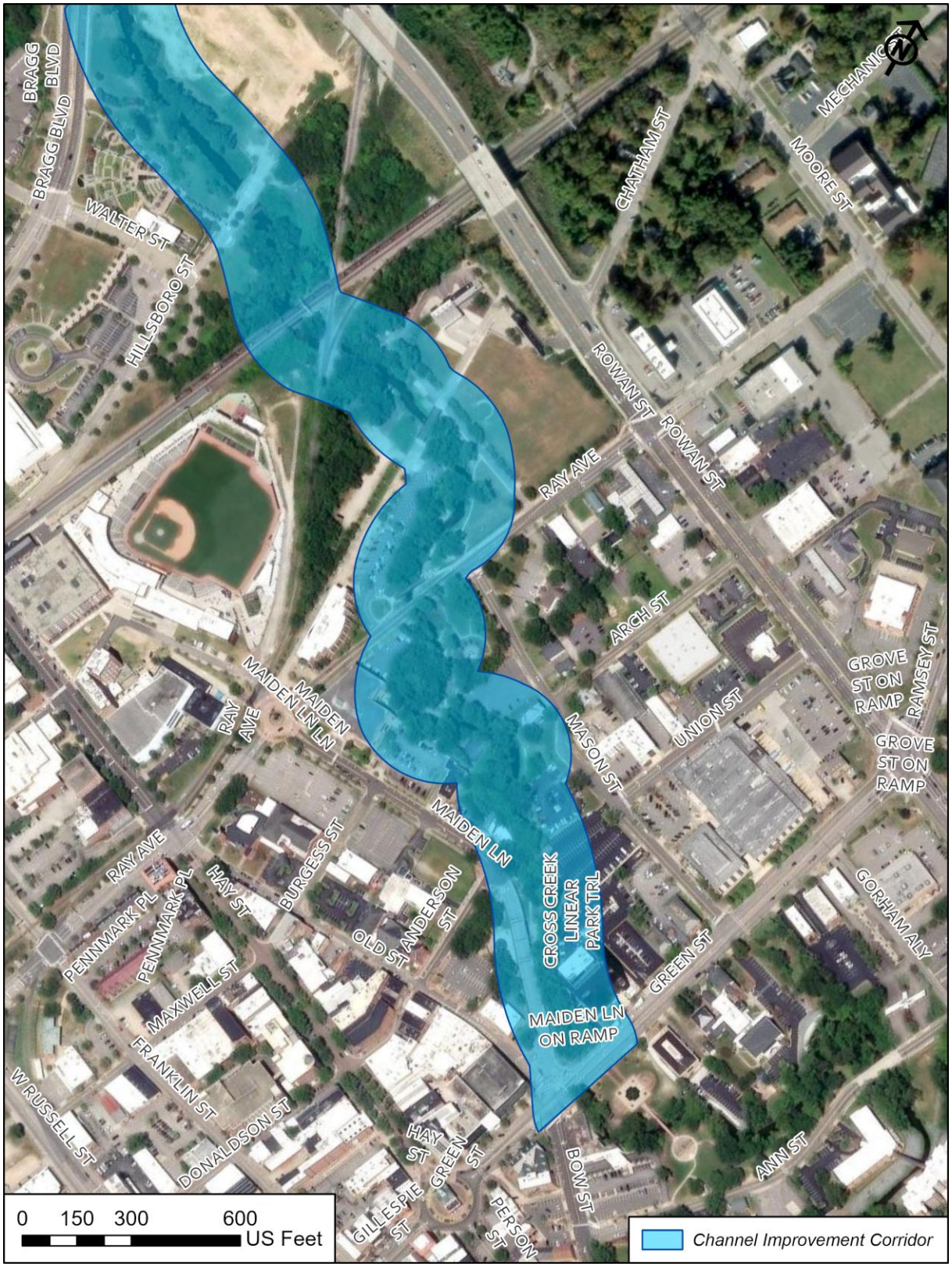


Figure 4 - Downstream Portion of Channel Improvement Corridor

Task 3 – Literature Review and Environmental Constraints Analysis

Consultant shall summarize historical and existing plans related to the proposed stream corridor such as U.S. Army Corps Flood Plain Information for Cape Fear River and Cross Creek Watershed Report (1970), Downtown Renaissance Plan Update (2013), Fayetteville Downtown Urban Design Plan (2019), and Downtown Riverine Flood Study Report (2021). In addition to reviewing local documents, the Consultant shall summarize similar channel improvement and stream restoration park projects completed by other cities. A summary of these findings will be included in the Task 4 technical memorandum.

Consultant shall conduct high-level environmental permitting and hazardous material assessments for the proposed stream corridor to identify potential environmental constraints. The analysis will not be based on field assessment data but instead on research of readily available data. The analysis will include an assessment of potential environmental and historic preservation impacts and permitting requirements as well as the likelihood of the presence of contamination within the proposed project limits. A summary of the environmental site constraints analysis will be included in the Task 4 technical memorandum. A detailed environmental analysis report will be included in the Task 6 Preliminary Design Report (PDR). The technical memorandum and PDR will document high-level design constraints and anticipated design phase investigation and permitting needs.

Task 4 – Alternatives Analysis

Consultant shall prepare concepts for up to three alternative channel configurations. These alternatives are expected to vary in longitudinal extent, lateral extent, general geometry, hydraulic capacity, and approach for incorporating road crossings. All three alternatives are expected to include a consistent set of planned intersecting projects. A maximum set of three planned projects are assumed to be included in the alternatives analysis. Such projects could include greenway or utility crossings over the creek or integration of an urban park or greenspace along the stream corridor. Prior to developing the alternative channel configurations, the Consultant assumes a maximum of four (4) collaboration meetings with the City to discuss the general intent of the alternatives, site constraints, opportunities and planned projects. Meeting objectives are assumed to include but not be limited to:

- Review preliminary findings from survey collection and environmental and hazardous materials assessments
- Develop prioritization for the most and least viable land resources for location of channel improvements.
- Determine planned projects the City seeks to integrate into the Alternatives Analysis.

The HEC-HMS and HEC-RAS models developed as part of the Cross Creek Watershed Masterplan will serve as the basis for hydrologic and hydraulic analyses of the design alternatives. These models will include all prior validation analyses and will include any additional validations such as large storm events. Consultant will integrate the field survey data into the HEC-RAS model to create a refined base conditions model. The base model will be used to create the three channel improvements scenarios. A

technical memorandum will be developed summarizing the alternative channel configurations and analysis results, including the following for each concept alternative:

- Annotated GIS plan view layout
- Typical cross sections
- Concepts for in-stream grade control and stabilization structures
- AACE Class 4 construction cost opinion
- Discussion of key factors affecting the cost opinions
- Likely property impacts / acquisition needs
- Preliminary hydraulic profile and flooding extents for the following storms:
    - 5, 10, 25, 50, 100-yr recurrence intervals
- Preliminary structural damages mitigated and riparian and urban green space enhancement and restoration benefits associated with each alternative according to FEMA BCA procedures or similar procedures to pursue grant opportunities
- Conceptual opportunities for co-benefits and community amenities
- Likely environmental constraints and permitting requirements
- Likely CSX coordination needs regarding the railroad crossing
- Likely NCDOT coordination needs regarding the drainage easement at the downstream end of the culvert under Bragg Blvd
- Likely PWC coordination needs regarding aerial sewer crossings
- Likely FEMA permitting
- Construction phasing and sequencing options

Consultant assumes a maximum of three (3) meetings with the City, in addition to the 4 preliminary collaboration meetings noted above, to review the alternative channel configurations and select a preferred alternative to advance to preliminary design.

Task 5 – Preliminary Design

The preferred alternative selected under the prior task will be advanced through preliminary design. Preliminary design efforts will focus on refining characteristics and estimates established under the alternatives analysis and advancing the design to maximize flood mitigation benefits and viable co-benefits, integrate stakeholder feedback, refine the cost opinion and FEMA BCA calculations, and develop a better understanding for potential constraints and risks that may be encountered during future detailed design efforts. The resulting design could be characterized as a 15% design milestone.

Channel Geometry, Grading and Stabilization

A proposed plan and profile will be developed for the selected alternative. The channel geometry and grading and stabilization plan will consider constraints imposed by property boundaries and existing structures, hydraulic capacity needs, channel stability needs, and quantification of earthwork volumes.

A CAD plan set will be developed for the proposed channel geometry. The plan set will note areas where localized constraints may require additional grading details to be developed during subsequent detailed

design efforts. The plan set will also note conceptual locations for in-stream stabilization measures such as drop structures, toe protection, vanes, pools and riffles.

Road Crossing Analysis

A plan will be developed for each road crossing to establish the type of road crossing (i.e. bridge, culvert, etc.), basic geometry, including height and length, approach for harmonizing with adjacent roadways, and anticipated cost. This preliminary design will not include any structural design of the road crossings.

Hydrologic and Hydraulic Analysis

Hydrologic and hydraulic analyses from the alternatives analysis will be refined based upon advancements in channel geometry, stream stabilization measures and road crossing details. In addition to the primary system modeling conducted through the alternatives analysis, the Infoworks model developed through the Cross Creek Watershed Master Plan will be utilized to evaluate potential reductions in secondary system flooding resulting from the channel improvements. Preliminary structural damages mitigated and riparian and urban green space enhancement and restoration benefits according to FEMA BCA procedures will be refined from the alternatives analysis.

In addition to design storm simulations, flooding characteristics will be evaluated for the following historical storms utilizing previously generated GARR analysis:

- Hurricane Matthew (October 8, 2016)
- 11/10/20 Storm
- 6/27/23 Storm
- 8/27/23 Storm

Co-Benefits and Aesthetic Design

Consultant shall identify and evaluate co-benefits that are intrinsic to the channel improvement and additional co-benefits that could be incorporated in conjunction with the core channel improvement. Co-benefits may include improved channel aesthetics, improved public access, potential park and/or greenway features, and increases in adjacent property values due to reduced flooding and enhanced amenities.

Up to three (3) landscape design renderings shall be developed for key aesthetic and recreational amenities proposed in conjunction with the channel improvement. These will be used as a resource for the Stakeholder Outreach and will be conceptual-scale renderings to illustrate general ideas but not defined detailed design since overall effort will be representative of a 15% design at this stage of the project.

Stakeholder Outreach

Advisory Group sessions

Consultant shall support two (2) facilitated sessions of an internal advisory group made up of representatives of key departments within the City. The aim of the sessions will be to present the details of the proposed channel corridor project, and to gather input from each of the departments about the potential impacts to their respective programs and projects, both current and planned. Session 1 will focus on an overview of the process used to arrive at the proposed alternative as well as an overview of the channel modification project. Following this overview, department representatives will reconvene by respective group to participate in facilitated discussions led by project team members. These focused discussions will ensure detailed input is gathered and allow for specific questions and issues of concern to be addressed. Session 2 will follow a similar format with an initial overview of the findings from the first session, followed by facilitated discussions by department to further refine the input and compile lists of key stakeholders who should be informed and engaged as the project advances.

Consultant shall prepare informational materials such as boards and displays for each session to provide attendees with an overview of the project, the benefits and constraints, the process for designing the project, and the steps necessary to advance the project. as well as large-format inundation maps to aid discussions. Key example landscape design renderings from similar projects in other communities may be presented to gather input. The City shall be responsible for coordinating meeting logistics, including, but not limited to identifying meeting location(s), scheduling, and inviting attendees.

Deliverables:

- Run-of-show for up to two (2) advisory group meetings
- Meeting materials (up to 5 information boards, 3 inundation maps, and handouts)

Stakeholder Outreach Guide

Based on input received during the Advisory Group sessions, Consultant shall develop an initial Stakeholder Outreach Guide to inform the process of engaging key stakeholders for the duration of the channel mediation project 15 percent design phase. The Consultant will also conduct high-level research of community issues, stakeholders, and demographic insights to provide background and inform the recommended messaging and strategy. The initial Guide will be shared with key staff as determined by the City and may include key leadership, existing communication staff, and others as deemed appropriate. Upon review and input, a final Guide will be developed. Based on current understanding of the City's needs, Consultant shall also provide the following materials in support of stakeholder outreach.

Deliverables:

- Stakeholder Outreach Guide (draft for review and final)
- Background research
- Fact Sheet – a public-friendly one-page project Fact Sheet
- Elected Officials Briefing Sheet – a one-page briefing sheet for elected officials. The intent will be to provide officials with a brief overview of the upcoming outreach effort coupled with

answers to questions frequently raised by constituents. This tool will ensure consistent messaging and be a quick resource for officials to reference as the effort advances.
- Website Landing Page – content for a landing page on the City's website providing overview information about the project and upcoming community meetings

Assumptions

The City will fund print services for Fact Sheets, translation services if needed, and will coordinate placement of website content. Consultant will provide graphic design for meeting materials, Fact Sheet, and Briefing Sheet.

Task 6 – Preliminary Design Report

Consultant shall prepare a PDR presenting the design, cost, and benefit of proposed improvements. Pertinent supporting information shall be provided as appendices or attachments. The report shall summarize:

- Field investigations (survey)
- Environmental constraints analysis
- Model advancement (calibration)
- Improvements (channel and floodplain modifications including profile and cross-sections and road crossings)
- Project benefits and financial analyses (estimated construction and project cost, BCA, other benefits)

The PDR shall include figures depicting:

- Collected survey data
- Depiction of conceptual channel and floodplain modifications
- Known City and County projects in the vicinity of the conceptual channel
- Project phasing options
- Inundation mapping, with impacted roadways and habitable structures identified, as previously outlined

Additional Services

Requested work that is not identified under Basic Services shall be performed as an Additional Service, upon agreement between City and Consult. No services shall be provided under Additional Services without prior authorization.

Services Not Included

This scope of services excludes the following:

- Property boundary evaluations will be based upon available GIS data, with no property boundary surveys proposed
- Permitting application preparation, submittal, or fees for any regulatory agency
- Grant funding applications
- Coordination or meetings with any regulatory agency
- Survey of historical artifacts, endangered species, hazardous materials, property boundaries
- Revisions to published floodplain mapping
- Development of new, or substantial revisions to, existing hydrologic or hydraulic models, except as explicitly outlined under Basic Servies
- Construction drawings, Contract documents, Construction services
- Detailed environmental assessment

Schedule

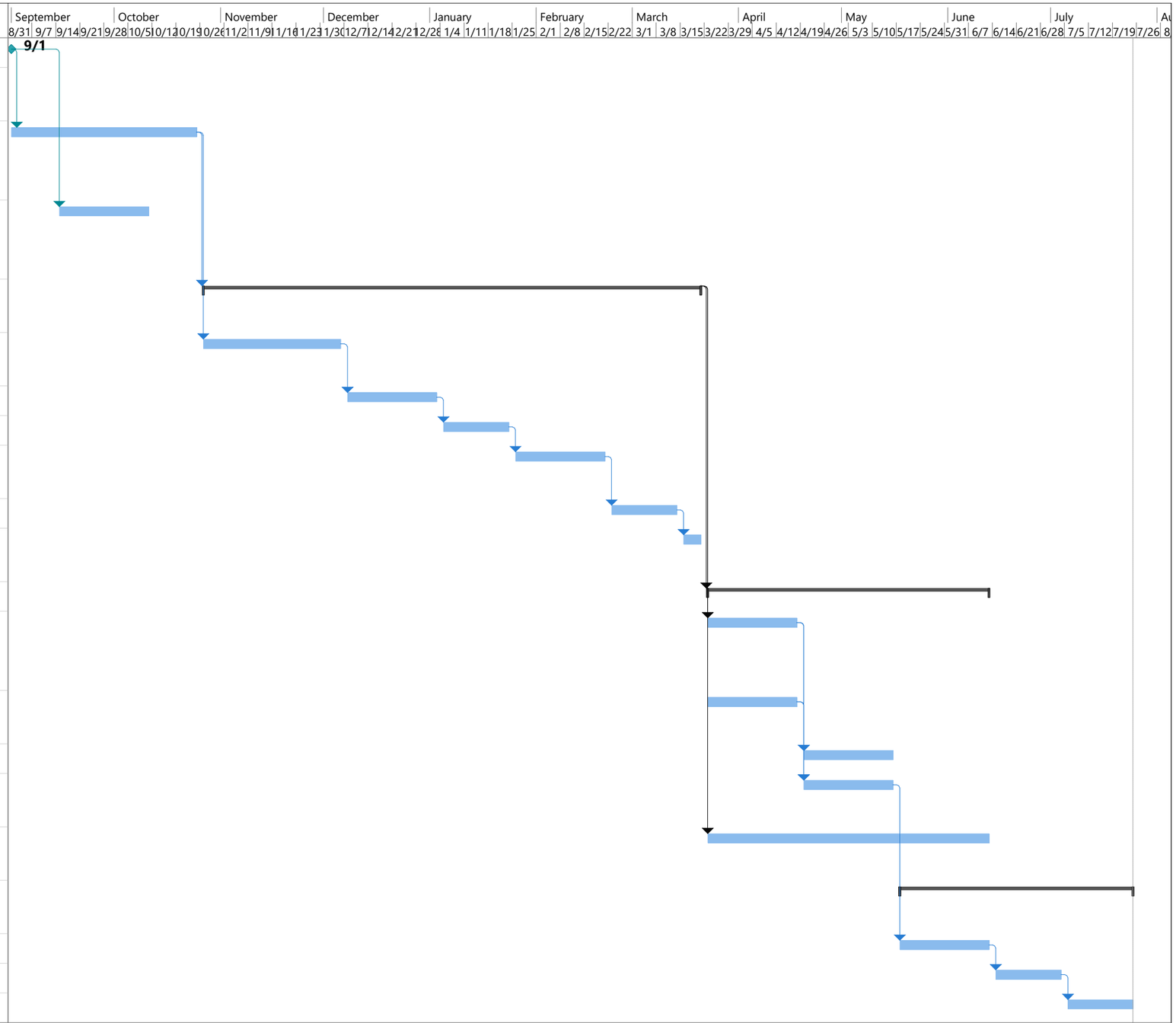
The scope described herein is expected to be completed within 11 months of receiving the notice to proceed. A detailed schedule by task is enclosed.

Estimated Fee

The services proposed herein are expected to be completed on an hourly not to exceed basis. The total not to exceed fee is $534,050, including a $40,000 allocation for unspecified additional services to be used only upon approval by the City. The breakdown of estimated fee by task is below:

Task	Hours	Subs / Expense	Fee
1 – Project Management	156	$0	$40,960
2 – Supplemental Survey Data Collection	92	$35,000	$51,640
3 – Literature Review and Environmental Constraints Analysis	70	$0	$12,940
4 – Alternatives Analysis	536	$0	$111,700
5 – Preliminary Design	1,080	$0	$233,200
6 – Preliminary Design Report	208	$0	$43,610
Subtotal	**2,142**	**$35,000**	**$494,050**
10 – Additional Services Allocation	TBD	$40,000	$40,000
		Grand Total	**$534,050**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	0 days	Mon 9/1/25	Mon 9/1/25	
2		Project Management				
3		Supplemental Survey Data Collection	8 wks	Mon 9/1/25	Fri 10/24/25	1
4		Literature Review and Environmental Constraints Analysis	4 wks	Mon 9/15/25	Fri 10/10/25	1FS+2 wks
5		**Alternatives Analysis**	**105 days**	**Mon 10/27/25**	**Fri 3/20/26**	**3**
6		Geometry Development	6 wks	Mon 10/27/25	Fri 12/5/25	3
7		H&H Modeling	4 wks	Mon 12/8/25	Fri 1/2/26	6
8		BCA Evaluation	3 wks	Mon 1/5/26	Fri 1/23/26	7
9		Alt Analysis Memo	4 wks	Mon 1/26/26	Fri 2/20/26	8
10		City Review	3 wks	Mon 2/23/26	Fri 3/13/26	9
11		Alt Analysis Meeting	1 wk	Mon 3/16/26	Fri 3/20/26	10
12		**Preliminary Design**	**60 days**	**Mon 3/23/26**	**Fri 6/12/26**	**5**
13		Channel Geometry and Grading	4 wks	Mon 3/23/26	Fri 4/17/26	5
14		Road Crossing Analysis	4 wks	Mon 3/23/26	Fri 4/17/26	
15		H&H Analysis	4 wks	Mon 4/20/26	Fri 5/15/26	13,14
16		Co-Benefits and Aesthetic Design	4 wks	Mon 4/20/26	Fri 5/15/26	13,14
17		Stakeholder Outreach	12 wks	Mon 3/23/26	Fri 6/12/26	5
18		**Preliminary Design Report**	**50 days**	**Mon 5/18/26**	**Fri 7/24/26**	
19		Draft PDR	4 wks	Mon 5/18/26	Fri 6/12/26	16
20		City Review	3 wks	Mon 6/15/26	Fri 7/3/26	19
21		Final PDR	3 wks	Mon 7/6/26	Fri 7/24/26	20



Project: CRO Channel Improvem
Date: Tue 7/1/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Exhibit B

Professional Services Agreement for On-Call Services

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

HAZEN AND SAWYER

APRIL 1, 2025

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES

THIS AGREEMENT, effective the day April 1, 2025, by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and Hazen and Sawyer (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 498 7th Avenue, New York, NY 10018.

W I T N E S S E T H:

WHEREAS, CITY, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CONSULTANT provides professional stormwater engineering consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

WHEREAS, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1. TERM OF AGREEMENT. The term of this Professional Services Agreement for On-Call Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

1.1. ASSIGNMENT. It is the intent of this Professional Services Agreement to secure the professional [type of services] services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 2. COMPENSATION. CONSULTANT shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT's** monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

2.1. VERIFICATION OF INVOICES. CITY has the right to require the CONSULTANT to produce for inspection all **CONSULTANT's** time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

2.2. 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**.

ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. CONSULTANT shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. In the event of a change in applicable law after the effective date of this Agreement that impacts the Services, the parties shall negotiate an amendment in good faith. All professional engineering services provided by the **CONSULTANT** which are, or must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

3.2. CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 3.1, the **CONSULTANT** shall make site visits appropriate to the stage of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Subject to Article 3.1, **CONSULTANT** will endeavor to protect **CITY** against defects and deficiencies in the work of contractors and will report any observed deficiencies to **CITY**. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 4. ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.

5.1. GENERAL. The **CITY** and **CONSULTANT** have considered the risks and potential liability that may exist during the performance of services by **CONSULTANT** and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, **CONSULTANT** 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.

5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE. To the extent permitted by law, **CONSULTANT** agrees to indemnify and hold harmless the **CITY** and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims

for any injury or damage to the extent caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not constitute a waiver of the **CITY's** governmental immunity in any respect under North Carolina law. **CONSULTANT** 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.

5.3 INDEMNITY & GENERAL LIABILITY INSURANCE. CONSULTANT 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 **CONSULTANT, CONSULTANT's** employees, and **CONSULTANT's** subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance ("CGL") 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 **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Agreement.

5.4. OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with $1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- If applicable, the CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which 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 **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

5.5. CERTIFICATES OF INSURANCE. CONSULTANT shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

ARTICLE 6. INDEPENDENT CONTRACTOR. CONSULTANT is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor at all times. **CONSULTANT** 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 **CONSULTANT**, but **CITY** shall have the right to observe such performance.

ARTICLE 7. COMPLIANCE WITH LAWS. CONSULTANT agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 8. CITY'S RESPONSIBILITIES. CITY will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY, CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** 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. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY's** request.

ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT, CITY** may, without cause and without prejudice to any other right or remedy legally available to the **CITY**, terminate this Agreement.

Upon such notice, **CONSULTANT** shall have neither the obligation nor the right to perform services under this Agreement nor shall the **CITY** be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, **CONSULTANT** shall be paid for the completed executed in accordance with this Agreement prior to the effective date of termination. Additionally, upon mutual agreement, **CONSULTANT** may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur thirty (30) days after the written notice is sent by the **CITY**. Upon request by the **CITY**, **CONSULTANT** shall provide to the **CITY** all reports, surveys or other related documents upon the **CITY's** request and at the **CITY's** cost. **CONSULTANT** has no liability for **CITY's** use of incomplete reports, surveys or related documents.

ARTICLE 11.1 NONDISCLOSURE OF PROPRIETARY INFORMATION. **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the services to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

ARTICLE 11.2 OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT, are instruments of service in respect of the Project and are owned by CONSULTANT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability to CONSULT ANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT. Such documents shall be kept confidential by CITY.

ARTICLE 12. NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: DOUGLAS J HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **HAZEN AND SAWYER**
ATTENTION: MATTHEW JONES
VICE PRESIDENT

4011 WestChase Blvd., Suite 500
Raleigh, NC 27607

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **CITY**.

ARTICLE 13. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE 14. 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.

ARTICLE 15. MISCELLANEOUS.

15.1. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

15.2. PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

15.3. 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.

15.4 STATUTE OF LIMITATIONS. No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

ARTICLE 16. INTEGRATED AGREEMENT. The **CITY**'s authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. **CONSULTANT** and **CITY** agree that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement

and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both **CONSULTANT** and **CITY**.

ARTICLE 17. BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **CITY** and **CONSULTANT**.

17.1. LIMITATIONS. CONSULTANT's total liability to CITY under each authorization shall not exceed the total compensation paid under the authorization, or $1,000,000, whichever is greater. In no event shall CONSULTANT's total liability in the aggregate, for all services under this agreement, exceed $4,000,000. Limits set forth in this agreement shall include any and all causes, but not limited to negligence, errors, omissions, warranty, indemnity, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

ARTICLE 18. VENUE AND FORUM. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

ARTICLE 19. E-VERIFY. CONSULTANT 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. **CONSULTANT** further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statues, 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). **CONSULTANT** hereby pledges, attests and warrants through execution of this Agreement that **CONSULTANT** complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statues and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by **CONSULTANT** shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE 20. MORALITY CLAUSE. If, in the sole opinion of the **CITY**, at any time **CONSULTANT** or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the **CITY** may immediately upon written notice to **CONSULTANT**, terminate this Agreement, in addition to any other rights and remedies that the **CITY** may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;

3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the **CITY**;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the **CITY**'s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the **CITY** or may reflect unfavorably on the **CITY**; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the **CITY**.

ARTICLE 21. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR THAT INVEST IN IRAN CERTIFICATION. **CONSULTANT** certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, **CONSULTANT** further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the **CITY** for any and all damages, costs and attorneys' fees incurred by the **CITY** in connection with any valid claim, brought by a third party, that this Agreement or any part thereof is void due to **CONSULTANT** appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

ARTICLE 22. CITY'S TERMS SUPERSEDE. To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

ARTICLE 23. SURVIVAL OF TERMS. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

ARTICLE 24. NON-DISCRIMINATION. **CONSULTANT** 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

ATTEST:

JENNIFER L. AYRE
6/25/2025
City Clerk

CITY OF FAYETTEVILLE

DR. DOUGLAS J. HEWETT, ICMA-CM
City Manager

DATE: 6/25/2025

HAZEN AND SAWYER

BY: _____

PRINT: Matthew Jones

TITLE: Vice President

DATE: June 3, 2025

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

TIFFANY R. MURRAY
Chief Financial Officer

HAZE&SA-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : American Casualty Co of Reading, PA A(XV)	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7036845683	3/29/2025	3/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7036845635	3/29/2025	3/29/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		7036845652	3/29/2025	3/29/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR IMPOUNDMENT ANALYSES AND DAM IMPROVEMENTS

The City of Fayetteville, NC, its respective officers, directors, members, partners, employees, and consultants are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Fayetteville, NC
Attn: Purchasing Department
433 Hay Street
Fayetteville, NC 28301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Fayetteville

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

City Council Action Memo

File Number: 25-4782

Agenda Date: 8/11/2025 **Version:** 3 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A9

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

THRU: **Adam J. Lindsay, Assistant City Manager**
Jeffrey A. Yates, Assistant City Manager

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

DATE: **August 11, 2025**

RE:

Authorization to Accept Grant Funding from The Arts Council of Fayetteville & Cumberland County for Independence Concert and Fireworks and Adoption of Budget Ordinance Amendment to Appropriate Funds.

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.

Goal 5- The City of Fayetteville will be a financially sound City providing exemplary services.

Executive Summary:

The City has been awarded an $15,000 Cultural Tourism grant from The Arts Council of Fayetteville & Cumberland County for the 2025 Independence Concert and Fireworks. This grant was used to partner with the Fayetteville Symphony Orchestra to provide a free outdoor concert that was assessable to all. Staff is seeking authorization to accept the grant award and adoption of Budget Ordinance Amendment 2026-1 to appropriate the grant funding.

Background:

The Arts Council of Fayetteville & Cumberland County's Project Support Grants provides support to programs and activities that promote the arts within Cumberland County. Eligible programs such as the 2025 Independence Concert and Fireworks provide exposure to the arts, culture and history-focused content through an artistic discipline such as symphonic music.

Issues/Analysis:

N/A

Budget Impact:

There will be no impact to the General Fund fund balance.

Options:
City Council moves to authorize staff to accept the grant from The Arts Council of Fayetteville & Cumberland County and adopt Budget Ordinance Amendment 2026-1 to appropriate the $15,000 in funding.

City Council does not move to authorize acceptance of the grant or adopt the Budget Ordinance Amendment.

Recommended Action:
Staff recommends that City Council moves to authorize staff to accept the grant from The Arts Council of Fayetteville & Cumberland County and adopt Budget Ordinance Amendment 2026-1 to appropriate the $15,000 in funding.

Attachments:
Arts Council Award Notification
BOA 2026-1

May 14, 2025

City of Fayetteville/Fayetteville-Cumberland Parks and Recreation
121 Lamon Street
Fayetteville, NC 28301

Erica Brady,

The Arts Council of Fayetteville/Cumberland County has reviewed requests for our FY26 Project Support Grant program. Following careful consideration and detailed review, the Board of Directors has finalized the recommendations and I'm happy to inform you that City of Fayetteville/Fayetteville-Cumberland Parks and Recreation has been recommended for funding along the specifics outlined below:

Grantee Organization: City of Fayetteville/Fayetteville-Cumberland Parks & Recreation
Project Title: Independence Concert and Fireworks
Project Category: Cultural Tourism
Award Amount: $15,000.00

To begin the contracting process for your award, you **must** first submit a narrative and budget revision in our grant management system to revise your planned activity with any updates which may have occurred since submitting your request. If you were awarded less than your request, you must also upload a new budget to align with the grant award amount.

Please log into your profile to complete these required revisions, which must **be *submitted online no later than 5:00 PM on Thursday, May 22, 2025.*** Please contact our office should you have any questions regarding this pre-contract update. Additional materials and action items related to your 2025-2026 Project Support Grant will be available online after the review of your completed budget and narrative revisions.

The Arts Council of Fayetteville/Cumberland County expresses gratitude for your agency's involvement with our grant program. We appreciate your contribution to enriching our community through programming, and I eagerly anticipate collaborating with you in the forthcoming year.

Michael Curtis Houck
Director of Grants and Allocations
Arts Council of Fayetteville & Cumberland County
MichaelH@theartscouncil.com
910-323-1776 x.1008

CITY OF FAYETTEVILLE **August 11, 2025**

2025-2026 BUDGET ORDINANCE AMENDMENT
CHANGE 2026-1

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

That the City of Fayetteville Budget Ordinance adopted August 11, 2025 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2025, and ending June 30, 2026, to meet the appropriations listed in Section 2.

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Intergovernmental Revenues	$ 6,206,827	$ 15,000	$ 6,221,827
All Other General Fund Revenues and Financing Sources	201,813,910	-	201,813,910
Total Estimated General Fund Revenues and Other Financing Sources	$ 208,020,737	$ 15,000	$ 208,035,737

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedules:

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Operations	$ 146,746,661	$ 15,000	$ 146,761,661
All Other General Fund Expenditures and Other Financing Uses	61,274,076	-	61,274,076
Total Estimated General Fund Expenditures and Other Financing Uses	$ 208,020,737	$ 15,000	$ 208,035,737

Adopted this 11th day of August, 2025.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4784

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A10

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

THRU: **Adam J. Lindsay, Assistant City Manager**
Jeffrey A. Yates, Assistant City Manager

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

DATE: **August 11, 2025**

RE:

Authorization to Accept Grant Funding for Orange Street School Music Lab from The Arts Council of Fayetteville & Cumberland County and Adoption of Budget Ordinance Amendment to Appropriate Funds.

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.

Goal 5- The City of Fayetteville will be a financially sound City providing exemplary services.

Executive Summary:

The City has been awarded an $8,500 Arts Education grant from The Arts Council of Fayetteville & Cumberland County for the Orange Street School's Music Lab. This grant will be used to provide music instruction and for marketing of the related programs available at Orange Street School. Staff is seeking authorization to accept the grant award and adoption of Budget Ordinance Amendment 2026-2 to appropriate the grant funding.

Background:

The Arts Council of Fayetteville & Cumberland County's Project Support Grants support programs and activities that promote the arts within Cumberland County. Eligible programs such as the Orange Street School Music Lab produce arts, culture and history-focused content through an artistic discipline such as arts education and innovative mediums.

Issues/Analysis:

N/A

Budget Impact:

There will be no impact to the General Fund fund balance.

Options:
City Council moves to authorize staff to accept the grant from The Arts Council of Fayetteville & Cumberland County and adopt Budget Ordinance Amendment 2026-2 to appropriate the $8,500 in funding.

City Council does not move to authorize acceptance of the grant or adopt the Budget Ordinance Amendment.

Recommended Action:
Staff recommends that City Council moves to authorize staff to accept the grant from The Arts Council of Fayetteville & Cumberland County and adopt Budget Ordinance Amendment 2026-2 to appropriate the $8,500 in funding.

Attachments:
Arts Council Award Notification
BOA 2026-2

May 14, 2025

City of Fayetteville/Fayetteville-Cumberland Parks and Recreation
121 Lamon Street
Fayetteville, NC 28301

Tyshica Smith-Tucker,

The Arts Council of Fayetteville/Cumberland County has reviewed requests for our FY26 Project Support Grant program. Following careful consideration and detailed review, the Board of Directors has finalized the recommendations and I'm happy to inform you that City of Fayetteville/Fayetteville-Cumberland Parks and Recreation has been recommended for funding along the specifics outlined below:

Grantee Organization: City of Fayetteville/Fayetteville-Cumberland Parks & Recreation
Project Title: Music Lab
Project Category: Arts Education
Award Amount: $8,500.00
Stipulations: No capital investment; prioritize funds for arts instructors and marketing

To begin the contracting process for your award, you **must** first submit a narrative and budget revision in our grant management system to revise your planned activity with any updates which may have occurred since submitting your request. If you were awarded less than your request, you must also upload a new budget to align with the grant award amount.

Please log into your profile to complete these required revisions, which must **be *submitted online no later than 5:00 PM on Thursday, May 22, 2025.*** Please contact our office should you have any questions regarding this pre-contract update. Additional materials and action items related to your 2025-2026 Project Support Grant will be available online after the review of your completed budget and narrative revisions.

The Arts Council of Fayetteville/Cumberland County expresses gratitude for your agency's involvement with our grant program. We appreciate your contribution to enriching our community through programming, and I eagerly anticipate collaborating with you in the forthcoming year.

Michael Curtis Houck
Director of Grants and Allocations
Arts Council of Fayetteville & Cumberland County
MichaelH@theartscouncil.com
910-323-1776 x.1008

CITY OF FAYETTEVILLE **August 11, 2025**

2025-2026 BUDGET ORDINANCE AMENDMENT
CHANGE 2026-2

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

That the City of Fayetteville Budget Ordinance adopted August 11, 2025 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2025, and ending June 30, 2026, to meet the appropriations listed in Section 2.

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Intergovernmental Revenues	$ 6,221,827	$ 8,500	$ 6,230,327
All Other General Fund Revenues and Financing Sources	201,813,910	-	201,813,910
Total Estimated General Fund Revenues and Other Financing Sources	$ 208,035,737	$ 8,500	$ 208,044,237

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedules:

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Operations	$ 146,761,661	$ 8,500	$ 146,770,161
All Other General Fund Expenditures and Other Financing Uses	61,274,076	-	61,274,076
Total Estimated General Fund Expenditures and Other Financing Uses	$ 208,035,737	$ 8,500	$ 208,044,237

Adopted this 11th day of August, 2025.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4835

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A11

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Tyffany Neal, Transit Director**

DATE: **August 11, 2025**

RE:

Approve and Authorize the Execution of a Revised Subrecipient Agreement with Mid-Carolina Council of Governments to Provide Pass Through Federal Transit Administration Grant Funding

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.
Objective 6.1: To ensure collaborative relationships with the business community, local governments, military and stakeholders.

Executive Summary:

City Council is asked to approve and authorize the City Manager to execute a revised subrecipient grant agreement with Mid-Carolina Council of Governments (MCCOG). The agreement provides pass through Federal Transit Administration (FTA) Section 5310 grant funding ($386,351) for Cumberland County's Community Transportation Program. The required local match ($102,607) will be provided by Cumberland County.

Background:

On March 13, 2025, City Council adopted Special Revenue Fund Project Ordinance 2025-17 to appropriate FTA Grant NC-2025-017-00 and approved a related subrecipient agreement with MCCOG for Cumberland County's Community Transportation Program. The FTA grant included $386,351 of federal funds and required $102,607 local match. The local match will be provided by Cumberland County.

The revised agreement changes the original period of performance end date from June 30, 2025 to June 30, 2026. Due to timing issues related to grant award notification and the contract routing process, the original period of performance did not permit for the execution of the previously approved agreement. MCCOG's requested reimbursement would have only included expenses incurred during fiscal year 2025 (the original period of performance), however the contract would have been executed and payments to MCCOG made in fiscal year 2026. FTA has approved the revision to the period of performance, and Council's approval will allow for payment to MCCOG of costs incurred in fiscal year

2025.

Consistent with the previously approved subrecipient agreement, the attached revised subrecipient agreement establishes the relationship between the City and MCCOG, as well as sets forth the requirements that must be met for reimbursement.

Issues/Analysis:
Approval of the revised agreement will allow for the reimbursement of expenditures by MCCOG that were made during fiscal year 2025.

Budget Impact:
There is no impact to the General Fund or the Transit Operating Fund for fiscal year 2025 or 2026. The required local match will be provided by Cumberland County.

Options:
1. Approve and authorize the City Manager to execute the revised subrecipient agreement with MCCOG.
2. Do not approve or authorize the City Manager to execute the revised subrecipient agreement with MCCOG and provide additional direction to staff.

Recommended Action:
Staff recommends that Council move to approve and authorize the City Manager to execute the revised subrecipient agreement with MCCOG.

Attachments:
Revised Subrecipient Agreement with MCCOG
Original Subrecipient Agreement with MCCOG

CITY OF FAYETTEVILLE

and

MID-CAROLINA COUNCIL OF GOVERNMENTS

SUB-RECIPIENT GRANT AGREEMENT FOR

5310 FUNDS FOR OPERATING
SECTION 5310 PROJECT

Federal Award Identification

Application Number:	**1112-2025-1**
Agreement Number:	
COF Project Number(s):	**88580**
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-017-00**
CFDA Number:	**20.513**
Unique Entity Identifier (UEI) Number:	**M7SAWYCADYW1**
YTD Awards:	**$488,958.00**
Total Amount of this Award(s):	**$488,958.00**
Federal Funds Awarded:	**$386,351.00**
State Funds:	**$0**
Local Funds:	**$0**
Federal Award Date: *(date signed by authorized official of USDOT)*	**FEBRUARY 19, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2024**
End Date:	**JUNE 30, 2026**
Budget Period	
Start Date:	**JULY 1, 2024**
End Date:	**JUNE 30, 2026**

End date is date that subrecipient authorized to expend funds awarded including any carry-over.

Approved Indirect Cost Rate: **0**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- [ ] **5303 Metropolitan Planning Grant**
- [ ] **5307 Urbanized Area Formula Grant**
- [X] **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- [ ] **5311 Community Transportation Rural Formula Grant**
- [ ] **5311 Appalachian Development Transit Assistance Grant**
- [ ] **5311f Intercity Bus Grant**
- [ ] **5317 New Freedom Grant**
- [ ] **5339 Bus and Bus Facility Grant**
- [ ] **FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the _____day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the CITY OF FAYETTEVILLE (hereinafter referred to as "City") and **MID-CAROLINA COUNCIL OF GOVERNMENTS**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with City as “Parties”).

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2024 to June 30, 2026**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the City or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **MID-CAROLINA COUNCIL OF GOVERNMENTS will use funds for direct purchase of service from privately contracted van provider for non-medical (work, education, shopping, and other trip purposes for elderly and disabled residents in the Fayetteville urbanized area.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the City is **Four Hundred Eighty-Eight Thousand Nine Hundred Fifty-Eight Dollars and Zero Cents ($488,958.00)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The City shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the City's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration	Administration Total	Administration Federal (80%)	Administration State (0%)	Administration Local(20%)
	$488,958.00	$386,351.00	$0	$102,607.00
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$488,958.00	$386,351.00	$0	$102,607.00

6. Project Expenditures, Payments, and Reimbursement

a. General. The City, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly.

ii. All requests for reimbursement must be submitted via email within (30) calendar days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two

quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the City will be on a reimbursable basis unless the Subrecipient requests and the City approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the City with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the City. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the City shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the Period of Performance and period covered of this Agreement unless specific authorization from the City to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the City determines otherwise in writing, the City will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the City, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about

the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the City will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the City promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the City. The Subrecipient agrees to remit to the City interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with the City.

j. De-obligation of Funds. The Subrecipient agrees that the City may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the City issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund.

The Subrecipient agrees that Project closeout by the City does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the City in accordance with COF Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the City regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the City may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the City such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the City. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the City. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the City shall constitute a breach of contract, and after written notification by the City, may result in termination of the Agreement or any such remedy as the City deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the COF PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor and the City,, to provide the Office of the State Auditor and the City, with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the City in the format and method specified by the city no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the City any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the City or with state or federal law.

b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the City a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly

benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of Federal funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the City prior to the City disbursing funds to the subrecipient.

11. Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

12. Tax Compliance Certification

The Subrecipient shall complete and submit to the City a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the City prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

13. Assignment

a. Unless otherwise authorized in writing by the City, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the City. Neither City nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the City determines otherwise in writing. Subrecipient agrees to abide by, among other things, the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the City to comply with these standards.

14. Hold Harmless

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

15. Real Property, Equipment, and Supplies

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. The City shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the City determines otherwise in writing:

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the City. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the City immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the City shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the City's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the City's Asset Management System (AssetWorks) or an electronic version of same. The City shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the City at such time and in such manner as it may require information for the purpose of the City's Asset

Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the City determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The City shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the City in accordance with the City's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the City at such time and in such manner as the City may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the City deems necessary. The Subrecipient shall also maintain and make available to the City upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Cityshall be recorded on the Certificate of Title as first lienholder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the City, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the City or the City's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, sub-agreement, grant anticipation note, alienation, innovative

finance arrangement (such as a cross-border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the City and done in accordance with City procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the City an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the City may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the City will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the City determines otherwise in writing.

16. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the City may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to

provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the City determines otherwise in writing.

INSURANCE & BONDING

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance. City's requirements are higher and supersede.

Liability, Indemnification and Insurance

A. GENERAL: The City and Subrecipient have considered the risks and potential liability that may exist during the performance of services by Subrecipient, and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, Subrecipient 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. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance unless amounts otherwise stated are higher than the 2 CFR 200 requirements.
B. INDEMNITY AND PROFESSIONAL LIABILITY: Subrecipient agrees to defend, 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 Subrecipient, Subrecipient employees, and Subrecipient subcontractors, for whom Subrecipient is legally responsible. Subrecipient 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. Indemnification of the City by Subrecipient does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

C. LIABILITY INSURANCE: Subrecipient 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 Subrecipient, Subrecipient's employees, and Subrecipient's subcontractors, for whom Subrecipient is legally responsible during the performance of services under this Agreement. Subrecipient 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 Subrecipient with insurance for contractual liability which Subrecipient assumed pursuant to the terms of this Article.

D. OTHER INSURANCE: In addition to professional liability insurance and commercial general liability insurance set forth above, Subrecipient further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

    1. Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to Subrecipient for employer's liability. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
    2. Automobile liability insurance with $1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
    3. The CGL policy required above shall include independent contractor liability coverage.
    4. The CGL policy required above shall provide Subrecipient 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 Subrecipient in the design of any building designed by Subrecipient under the terms of this Agreement. The Subrecipient shall comply

with insurance requirements of 2 CFR 200.310- Insurance, if applicable.

17. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the City upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the City, the Subrecipient shall reimburse the City one hundred percent (100%) of all costs expended by the City and associated with the work.

18. Termination For Convenience

Upon thirty (30) calendar days' written notice, this Agreement may be terminated for convenience, by the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated, without prejudice to any other right or remedy legally available to the other party. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Upon such notice, Subrecipient shall have neither the obligation nor the right to perform services under this contract nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Subrecipient shall be paid for the completed and accepted work executed in accordance with this contract prior to the written notice of termination.

Additionally, upon mutual agreement, Subrecipient may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City.

19. E-Verify

Subrecipient 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. Subrecipient 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). Subrecipient pledges, attests and warrants

through execution of this contract that Subrecipient 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 Subrecipient shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

20. Force Majeure

Neither Subrecipient shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

21. Governing Law

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

22. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the City may require repayment from the Subrecipient of an amount of funds to be determined in the City's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

23. Venue and Forum Selection

The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the

appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

23. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall, at all times, comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

24. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

25. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

26. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

☐ **Federal Terms and Conditions, Attached**

27. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City. Nothing shall be construed under the terms of this Agreement by the City or the Subrecipient that shall cause any conflict with City, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors' access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. City of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the CITY OF FAYETTEVILLE that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the City deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the City's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the City of Transportation. This information shall be submitted as part of the requests for payments made to the City.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City request, which would cause the City to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal, City or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, “Charter Service,” 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States City of Transportation or its operating administrations or the City to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to COF Public Transportation Compliance Office or its designee.

28. Morality Clause

If, in the sole opinion of the City, at any time Subrecipient or any of its officer(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the City may immediately upon written notice to Subrecipient, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;

4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

29. Non-Appropriation

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

30. Divestment of Companies Boycotting Israel or Invest in Iran Certification

Subrecipient certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Subrecipient further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Subrecipient appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

31. Contract Administrators

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the City:

Name:	Kelly Strickland
Title:	Assistant City Manager
Agency:	City of Fayetteville
Email:	KellyStrickland@Fayettevillenc.gov
MSC:	
Physical Address:	433 Hay Street | Fayetteville, NC 28301
Phone:	910-433-1995 Fax:

For the Subrecipient:

Name: _____

Title: _____

Agency: _____

Address: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the City, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

CITY OF FAYETTEVILLE

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2026**

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

BY: _____

TITLE: _____

Attachment 1
Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

CITY OF FAYETTEVILLE

and

MID-CAROLINA COUNCIL OF GOVERNMENTS

SUB-RECIPIENT GRANT AGREEMENT FOR

FUNDING FOR SENIORS AND INDIVIDUALS WITH DISABILITIES SECTION 5310 PROJECT

Federal Award Identification

Application Number:	**1112-2024-1**
Agreement Number:	
COF Project Number(s):	
Federal Awarding Agency:	**FTA**
Federal Award Identification Number(s) (FAIN) Number(s):	**NC-2025-017-00**
CFDA Number:	**20.513**
Unique Entity Identifier (UEI) Number:	**M7SAWYCADYW1**
YTD Awards:	**$488,958.00**
Total Amount of this Award(s):	**$488,958.00**
Federal Funds Awarded:	**$386,351.00**
State Funds:	**$0**
Local Funds:	**$0**
Federal Award Date: *(date signed by authorized official of USDOT)*	**February 19, 2025**
Award Period of Performance	
Start Date:	**JULY 1, 2024**
End Date:	**JUNE 30, 2025**
Budget Period	
Start Date:	**JULY 1, 2024**
End Date:	**JUNE 30, 2025**

End date is date that Subrecipient authorized to expend funds awarded including any carry-over.

Approved Indirect Cost Rate: **0**

Award is for R&D: yes/no **NO**

Federal Funded Programs:

- ☐ **5303 Metropolitan Planning Grant**
- ☐ **5307 Urbanized Area Formula Grant**
- ☒ **5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- ☐ **5311 Community Transportation Rural Formula Grant**
- ☐ **5311 Appalachian Development Transit Assistance Grant**
- ☐ **5311f Intercity Bus Grant**
- ☐ **5317 New Freedom Grant**
- ☐ **5339 Bus and Bus Facility Grant**
- ☐ **FTA American Rescue Plan Act (ARPA) Grant**

THIS AGREEMENT made this the __ _____day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the CITY OF FAYETTEVILLE (hereinafter referred to as "City") and **MID-CAROLINA COUNCIL OF GOVERNMENTS**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with City as “Parties”).

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2024 to June 30, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the City or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **MID-CAROLINA COUNCIL OF GOVERNMENTS will use funds for purchase of service from a privately owned transportation provider for non-medical transportation (work, school, shopping) for elderly and disabled residents in urban areas of Cumberland County not served by Fayetteville Area System of Transit (FAST).** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the City is **Four Hundred Eighty-Eight Thousand Nine Hundred Fifty-Eight Dollars and Zero Cents ($488,958.00)** as set forth in the Project Description and Budget, incorporated into this Agreement as ***Attachment A***. The City shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the City's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration	Administration Total	Administration Federal (80%)	Administration State (0%)	Administration Local (20%)
	$488,958.00	$386,351.00	$0	$102,607.00
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$488,958.00	$386,351.00	$0	$102,607.00

6. Project Expenditures, Payments, and Reimbursement

a. General. The City, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.

b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly.

ii. All requests for reimbursement must be submitted via email within (30) calendar days following the end of the project's reporting period. Any

Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the City will be on a reimbursable basis unless the Subrecipient requests and the City approves an advance payment.

iv. Supporting documentation for proof of payment shall be provided upon request.

c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the City with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the City. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.

d. Operating Expenditures. In order to assist in financing the operating costs of the project, the City shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:

i. The balance of unrecovered operating expenditures after deducting all operating revenue, or

ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.

e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.

f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

ii. Necessary in order to accomplish the Project

iii. Reasonable in amount for the goods or services purchased

iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the Period of Performance and period covered of this Agreement unless specific authorization from the City to the contrary is received

vi. Satisfactorily documented

vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City

g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the City determines otherwise in writing, the City will exclude:

i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,

ii. Any cost that is not included in the latest Approved Project Budget,

iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the City, and

iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The Subrecipient understands and agrees that payment to the Subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the

Subrecipient of the terms of this Agreement. The Subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the Subrecipient is not entitled to receive any portion of the Federal or State assistance the Subrecipient has requested or provided, the City will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the City promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.

ii. Interest Paid to the City. The Subrecipient agrees to remit to the City interest owed as determined in accordance with NCGS § 147-86.23.

iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with the City.

j. De-obligation of Funds. The Subrecipient agrees that the City may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.

k. Project Closeout. Project closeout occurs when the City issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the City does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the City in accordance with COF Uniform Public Transportation Accounting System (UPTAS) guide.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the City regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the City may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the City such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the City. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the City. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the City shall constitute a breach of contract, and after written notification by the City, may result in termination of the Agreement or any such remedy as the City deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the COF PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party Subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor and the City,, to provide the Office of the State Auditor and the City, with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the City in the format and method specified by the city no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the City any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the City or with state or federal law.

b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The Subrecipient agrees to file with the City a copy of the Subrecipient's policy addressing conflicts of interest that may arise involving the Subrecipient's management employees and the members of its board of directors or other governing body. The Subrecipient's

policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Subrecipient's employees or members of its board or other governing body, from the Subrecipient's disbursing of Federal funds, and shall include actions to be taken by the Subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the City prior to the City disbursing funds to the Subrecipient.

11. Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

12. Tax Compliance Certification

The Subrecipient shall complete and submit to the City a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the City prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

13. Assignment

a. Unless otherwise authorized in writing by the City, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the City. Neither City nor any Subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the City determines otherwise in writing. Subrecipient agrees to abide by, among other things, the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the City to comply with these standards.

14. Hold Harmless

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

15. Real Property, Equipment, and Supplies

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. The City shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the City determines otherwise in writing:

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the City. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the City immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the City shall be responsible for notifying FTA.

b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the City's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the City's Asset Management System (AssetWorks) or an electronic version of same. The City shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the City at such time

and in such manner as it may require information for the purpose of the City's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.

c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the City determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The City shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the City in accordance with the City's desired schedule for such inspections.

d. The Subrecipient shall collect and submit to the City at such time and in such manner as the City may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the City deems necessary. The Subrecipient shall also maintain and make available to the City upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The City shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the City, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the City or the City's designee within 30 days of request.

g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party

contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.

h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the City and done in accordance with City procedures.

i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the City an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the City may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the City will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the City determines otherwise in writing.

16. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the City may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or

federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the City determines otherwise in writing.

INSURANCE & BONDING

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance. City's requirements are higher and supersede.

Liability, Indemnification and Insurance

A. GENERAL: The City and Subrecipient have considered the risks and potential liability that may exist during the performance of services by Subrecipient and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, Subrecipient 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. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance unless amounts otherwise stated are higher than the 2 CFR 200 requirements.
B. INDEMNITY AND PROFESSIONAL LIABILITY: Subrecipient agrees to defend, 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 Subrecipient, Subrecipient employees, and Subrecipient subcontractors, for whom Subrecipient is legally responsible. Subrecipient 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. Indemnification of the City by Subrecipient does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

C. LIABILITY INSURANCE: Subrecipient 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 Subrecipient, Subrecipient's employees, and Subrecipient's subcontractors, for whom Subrecipient is legally responsible during the performance of services under this Agreement. Subrecipient 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 Subrecipient with insurance for contractual liability which Subrecipient assumed pursuant to the terms of this Article.

D. OTHER INSURANCE: In addition to professional liability insurance and commercial general liability insurance set forth above, Subrecipient further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

    1. Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to Subrecipient for employer's liability. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
    2. Automobile liability insurance with $1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
    3. The CGL policy required above shall include independent contractor liability coverage.
    4. The CGL policy required above shall provide Subrecipient 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 Subrecipient in the design of any building designed by Subrecipient under

the terms of this Agreement. The Subrecipient shall comply with insurance requirements of 2 CFR 200.310- Insurance, if applicable.

17. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the City upon termination of this Agreement.

b. Should the Subrecipient terminate the Agreement without the concurrence of the City, the Subrecipient shall reimburse the City one hundred percent (100%) of all costs expended by the City and associated with the work.

18. Termination For Convenience

Upon thirty (30) calendar days' written notice, this Agreement may be terminated for convenience, by the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated, without prejudice to any other right or remedy legally available to the other party. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Upon such notice, Subrecipient shall have neither the obligation nor the right to perform services under this contract nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Subrecipient shall be paid for the completed and accepted work executed in accordance with this contract prior to the written notice of termination.

Additionally, upon mutual agreement, Subrecipient may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City.

19. E-Verify

Subrecipient 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. Subrecipient 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). Subrecipient pledges, attests and warrants through execution of this contract that Subrecipient 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 Subrecipient shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

20. Force Majeure

Neither Subrecipient shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

21. Governing Law

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

22. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the City may require repayment from the Subrecipient of an amount of funds to be determined in the City's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

23. Venue and Forum Selection

The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of

North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

23. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall, at all times, comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

24. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

25. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

26. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

☐ **Federal Terms and Conditions, Attached**

27. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City. Nothing shall be construed under the terms of this Agreement by the City or the Subrecipient that shall cause any conflict with City, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedes," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. City of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the CITY OF FAYETTEVILLE that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the City deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the City's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the City of Transportation. This information shall be submitted as part of the requests for payments made to the City.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City request, which would cause the City to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal, City or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and Subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);

2. FTA regulations, “Charter Service,” 49 CFR part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or

3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);

2. FTA regulations, "School Bus Operations," 49 CFR part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or

2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States City of Transportation or its operating administrations or the City to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to COF Public Transportation Compliance Office or its designee.

28. Morality Clause

If, in the sole opinion of the City, at any time Subrecipient or any of its officer(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the City may immediately upon written notice to Subrecipient, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;

4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

29. Non Appropriation

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

30. Divestment of Companies Boycotting Israel or Invest in Iran Certification

Subrecipient certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Subrecipient further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Subrecipient appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

31. Contract Administrators

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the City:

Name:	Kelly Strickland
Title:	Assistant City Manager
Agency:	City of Fayetteville
Email:	KellyOlivera@Fayettevillenc.gov
MSC:	
Physical Address:	433 Hay Street | Fayetteville, NC 28301
Phone:	910-433-1995 Fax:

For the Subrecipient:

Name: _____

Title: _____

Agency: _____

Address: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the City, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

CITY OF FAYETTEVILLE

SUBRECIPIENT'S FEDERAL TAX ID NUMBER: _____

SUBRECIPIENT'S FISCAL YEAR END: **JUNE 30, 2025**

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

BY: _____

TITLE: _____

Attachment 1
Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4840

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A12

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Christopher Cauley, MPA, Director of Economic and Community Development**

DATE: **August 11, 2025**

RE:

Accept and Authorize the Execution of an ICMA Economic Mobility and Opportunity Special Assistants Grant

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.
2.1: To ensure a diverse City tax base.
2.2: To invest in community places to ensure revitalization and increase quality of life.
2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.
2.4: To sustain a favorable development climate to encourage business growth.

Executive Summary:

City Council is asked to accept and authorize the City Manager to execute a grant award from the International City/County Management Association (ICMA) for its Economic Mobility and Opportunity Special Assistants (EMO SA) Program.

The City will receive $250,000 in salary support over 30 months, as well as $104,000 in supplemental program and engagement resources. The grant would support the creation of a senior-level Special Projects Manager who will lead, coordinate, and accelerate cross-departmental and cross-sector strategies that advance economic mobility for Fayetteville residents.

Background:

This competitive grant program, funded by the Gates Foundation and administered by ICMA, aims to support local governments in hiring senior-level professionals who will champion holistic and sustained economic mobility strategies. The EMO SA will work across departments and in partnership with the community to co-design implementation plans that address workforce development, housing affordability, household financial security, and other key determinants of upward mobility. The position must report directly to executive leadership and will receive technical assistance, professional development,

and coaching facilitated by ICMA as part of a nationwide cohort.

Issues/Analysis:

Fayetteville has made significant strides in improving community and economic development outcomes, but persistent challenges-including concentrated poverty, housing cost burdens, and limited intergenerational economic mobility-remain. The EMO SA program offers a rare opportunity to dedicate focused leadership capacity toward overcoming these challenges in a coordinated and equitable manner. The grant will allow the City to temporarily create a new role within the Economic and Community Development Department-to serve as a dedicated EMO lead, reporting to the Assistant City Manager. This investment aligns with both internal priorities and external partnerships focused on improving resident outcomes.

Budget Impact:

The grant will provide $250,000 in salary support over 30 months and an additional $104,000 for program activities, technical assistance, and engagement processes. The City will be responsible for providing a standard employee benefits package and, if necessary, supplementing salary to align with senior-level compensation ranges. This match is currently estimated at $150,000 and an appropriation action will be brought back to council at an upcoming meeting.

Options:

- Accept the grant award and authorize the City Manager to execute the grant agreement for the ICMA EMO Special Assistants Grant.
- Do not accept the grant award or authorize the City Manager to execute the grant agreement for the ICMA EMO Special Assistants Grant.

Recommended Action:

Staff recommends that Council move to accept the grant award and authorize the City Manager to execute the grant agreement for the ICMA EMO Special Assistants Grant.

Attachments:

Program Fact Sheet
ICMA EMO Special Assistants Grant Agreement

Attachment A – Program Fact Sheet
ICMA Economic Mobility and Opportunity Special Assistants (EMO SA) Program

Program Sponsor:
International City/County Management Association (ICMA), with support from the Bill & Melinda Gates Foundation

Program Purpose:
To support 15 local governments in hiring senior-level professionals ("Special Assistants") dedicated to advancing community-wide strategies that improve economic mobility and opportunity.

Key Benefits:

- Up to **$250,000** over 30 months for salary support for a full-time EMO Special Assistant
- Up to **$100,000** in additional support for local programming, community engagement, travel, and technical assistance
- Coaching and cohort-based learning provided by ICMA
- Local flexibility to tailor job duties, title, and focus based on community needs

EMO SA Role Expectations:

- Serve full-time in a senior leadership position
- Report directly to executive leadership (e.g., City Manager or Assistant City Manager)
- Coordinate cross-departmental and cross-sector EMO strategies
- Launch a community co-design process within the first six months
- Develop implementation strategies and long-term sustainability plans

Eligibility Requirements:

- U.S. local governments with at least one executive team member who is an ICMA member
- Must provide full employee benefits to the EMO SA and, if needed, supplement salary to local senior-level norms

Application Deadline:
May 30, 2025 at 5:00 PM PT

More Information:
https://icma.org/emo-sa

Subgrant Agreement

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
777 N Capitol St. NE, Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)
icma.org

ICMA Subgrant Number:	U11/City of Fayetteville, NC/Subgrant/Fixed Price/Date of Completion
Subgrantee Name:	City of Fayetteville, NC
Subgrantee Address:	433 Hay St. Fayetteville, NC 28301
Subgrant Period of Performance:	September 1, 2025 – June 30, 2028
Total Subgrant Amount:	$354,000
Subgrant Summary Project Description:	To hire an Economic Mobility and Opportunity Special Assistant (EMO SA) to lead implementation of local actions improving economic mobility and opportunity for residents
Prime Grant Agreement Client/Funder:	The Gates Foundation/Gates Foundation
Gates Foundation Investment No.	INV- 071729
Prime Award Title:	Senior Mobility Leaders in Government
Prime Award Type:	Grant Agreement
Prime Grantee:	International City/County Management Association (ICMA)

Contents:
Award Cover Page
Subgrant Agreement
Attachment A Scope of Work and Budget
Attachment B Subgrantee Payment Request Template
Attachment C Prime Grant Agreement Flow-down Terms and Conditions

Entire Agreement: This Subgrant Agreement supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subgrant Agreement may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement. Each party represents that it has read this entire Agreement and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

International City/County Management Association

Name: Sabina Agarunova
Title: Chief Financial Officer
Date:

City of Fayetteville, NC

Name: Dr. Douglas J. Hewett
Title: City Manager
Date:

ARTICLE 1 PURPOSE OF SUBGRANT AGREEMENT

The Gates Foundation (hereinafter referred to as “Gates Foundation” or “Funder”) has executed a Grant Agreement/Prime Award to International City/County Management Association (hereinafter referred to as "ICMA"), to implement the Senior Mobility Leaders in Government/, hereafter referred to as the “Economic Mobility and Opportunity Special Assistants (EMO SA) Program.” Subgrantee shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Subgrant. Subgrantee shall perform or cause to be performed all work or services required in the Scope of Work under the technical direction and control of ICMA as further described in Attachment A (hereinafter known as “the Work”).

ARTICLE 2 PERIOD AND PLACE OF PERFORMANCE

2.1 Period of Performance: The term of performance for this Agreement is specified on the Award Cover page, unless terminated earlier by either party or extended by ICMA as provided herein. Subgrantee’s period of performance is from **September 1, 2025 – June 30, 2028.**

2.2 Place of Performance: For this Subgrant place of performance shall be the United States, in accordance with applicable terms and conditions of this Subgrant and ICMA’s prime award with its Client.

2.3 All periods of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

ARTICLE 3 SUBGRANT TYPE

This is a Fixed-Price type Subgrant. For the consideration set forth below, Subgrantee shall provide the deliverables or outputs described in the **Scope of Work and Budget, Attachment A,** and comply with all Agreement requirements.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Subgrant Budget and Ceiling
ICMA hereby awards to **City of Fayetteville, NC**(hereinafter referred to as "Subgrantee"), a Subgrant Agreement for a total amount of **$354,000 USD** payable according to the **Payment Schedule**, and as more fully described, in the **Scope of Work and Budget in Attachment A**.

This award amount may not be adjusted without a mutually agreeable modification to this Subgrant Agreement. The Subgrantee will not request payment for any amounts against this Subgrant in excess of the amounts specified for each deliverable listed under the **Payment Schedule** in the **Scope of Work** in **Attachment A**.

4.2 Requests for Payment

The Subgrantee shall submit a request for payment per the **Milestones and Payment Schedule** in **Attachment A**. Please see **Attachment B**, Subgrantee Payment Request Template, for additional guidance. Requests should be sent to the attention of Sarah Berkowitz at sberkowitz@icma.org with a copy to: rvasudevan@icma.org and accountspayable@icma.org.

The Subgrantee should retain on file the original receipts for all expenditures and individuals' original timesheets for claimed labor costs, and work rendered. Original documentation should be made available to an authorized representative of ICMA or the Gates Foundation upon request.

ICMA shall pay the Subgrantee within 30 calendar days following the receipt of a complete error-free payment request by ICMA, subject to approval by ICMA. Subgrantee shall retain record of transactions related to this Subgrant Agreement for four years from the day of the last payment under this Subgrant Agreement. All charges claimed by the Subgrantee remain subject to ICMA and the Gates Foundation audit and subsequent adjustment. Subgrantee agrees to reimburse ICMA for any costs disallowed by the Gates Foundation, if payment was received by Subgrantee.

The final payment request shall be clearly marked as "final."

4.3 Return of Funds

Any Subgrant funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be returned promptly to ICMA no later than 30 days from submission of the final report which includes reporting of the total expenditures.

ARTICLE 5 INDIRECT COST RATES

The Subgrantee shall charge indirect costs in accordance with Gates Foundation Indirect Cost Policy (https://docs.gatesfoundation.org/documents/indirect_cost_policy.pdf).

ARTICLE 6 REPORTS AND DELIVERABLES

6.1 The Subgrantee shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the **Scope of Work and Budget,** which is incorporated herein as **Attachment A**. All efforts performed shall also be in accordance with the terms and conditions of the Subgrant and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the Subgrantee shall report to and, where required, seek approval from ICMA throughout the life of this Subgrant.

6.2 If required by ICMA, the Subgrantee shall provide reports and deliverables as further described in **Attachment A.**

6.3 All reports and other outputs must be in the English language, unless otherwise specified by ICMA.

ARTICLE 7 SUBSTANTIAL INVOLVEMENT

Substantial involvement is anticipated between ICMA and Subgrantee during the performance of activities under this Agreement. Substantial involvement shall be limited to:

(a) Participating in and/or providing guidance on the design, direction, and execution of program activities;
(b) Prior to hiring of the Special Assistant, reviewing final candidates to confirm compliance with program and funder expectations.
(c) Hosting annual, mandatory, in-person convenings for program participants;
(d) Coordinating professional development activities to support Special Assistants;
(e) Approving expenses that are not in the approved budget;
(f) Approving decisions related to special circumstances or problems throughout the duration of program.

ARTICLE 8 PRIMARY POINT OF CONTACT

Subgrantee contacts with ICMA regarding Subgrant Agreement terms and conditions, issues, etc. shall be made with ICMA's designated representatives as listed below. Agreements and/or actions taken by the Subgrantee which by their nature effect a change to this Agreement shall only be binding upon the Subgrantee when such agreement or action is specifically authorized in writing by ICMA's authorized representative. All correspondence between the Subgrantee and ICMA shall be addressed to the following individuals who are designated as ICMA's and Subgrantee's representatives.

For	ICMA	Subgrantee
Address:	777 North Capitol Street, N.E. Suite 500 Washington, DC 20002-4201	433 Hay St. Fayetteville, NC 28301
Subgrant Administrator:	Ian Swank Senior Contracts Administrator Email: iswank@icma.org	Christopher Cauley, MPA ECD Director Email: christophercauley@fayettevillenc.gov
Technical Representative:	Laura Goddeeris Program Director Email: lgoddeeris@icma.org	See Above
Program Administration Representative	Sarah Berkowitz Assistant Program Manager Email: sberkowitz@icma.org	See Above
Financial Representative	Nada Mohamed Controller Email: nmohamed@icma.org	See Above

Any notice given by any of the parties will be sufficient only if in writing and (1) delivered in person, (2) sent by confirmed courier mail, (3) sent by registered mail with return requested, or (4) sent by email to the ICMA and Subgrantee representatives designated above.

ARTICLE 9 COMMUNICATION WITH FUNDER

All the Subgrantee's written or oral communications with or to the Funder, or local agencies directly relative to work under the Subgrant Agreement, must be through or with the authorization of ICMA. Should Subgrantee be required to communicate directly with ICMA's Funder, Subgrantee shall request written consent from ICMA within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 10 NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this Subgrant, during the term of this Subgrant, and for one year following the termination or expiration of this Subgrant, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11 RELATION BETWEEN THE PARTIES

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of joint venture, partnership, agency or employment between the parties hereto or of Agreement either as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Subgrantee and any officers or employees and ICMA and any officers or employees thereof shall not be considered an employee of the other.

ARTICLE 12 TAXES

The Subgrantee and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Law.

ARTICLE 13 INSURANCE

The Subgrantee shall purchase and maintain throughout the course of the Work and period of performance of this Subgrant, insurance that is required under the Applicable Law and such insurance that will protect the Subgrantee, Client, and ICMA from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subgrantees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subgrantee or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. At ICMA's request, the Subgrantee will provide ICMA with satisfactory evidence of compliance with this requirement.

ARTICLE 14 INDEMNIFICATION

14.1 The Subgrantee shall defend, indemnify, and hold harmless the Gates Foundation, ICMA and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the recipient, its agent, officers and directors, employees and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subgrantee agrees to flow down the substance of this clause to all applicable consultants, Subgrantees, and subcontractors. Likewise, ICMA shall defend, indemnify, and hold harmless the Subgrantee and its agents, officers and directors and employees from and against all claims, liability, losses, costs or expenses, including attorney's fees, arising out of the acts, errors or omissions of ICMA, its agents, officers and directors, employees, Subgrantees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this Agreement. Except as specifically stated in this Agreement, this agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

14.2 The Subgrantee further agrees that if ICMA should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 13 on the part of the Subgrantee, while engaged in the Work as identified in this agreement, the Subgrantee will indemnify, and hold harmless ICMA and the Client from any such costs which the Subgrantee may legally be required to pay.

14.3 Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subgrant with funding made available by or through ICMA. Unless otherwise agreed, all intellectual property created by Subgrantee and/or its employees, agents and Subgrantees under the Subgrant will be the property of the Gates Foundation. Subgrantees shall include the substance of this section in any lower-tier subcontracts.

15.2 The Subgrantee warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Subgrantee shall indemnify and save ICMA and ICMA's Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subgrantee under this Agreement.

ARTICLE 16 CONFIDENTIAL AND PROPRIETARY INFORMATION

16.1 All reports generated and data collected during this activity shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than

for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of ICMA. All findings, conclusions and recommendations shall be considered confidential and proprietary.

16.2 In performing the Work, the Subgrantee shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than ICMA, either during or after the term of this Agreement (or for the period of time stipulated in applicable data), any proprietary information of ICMA, whether relating to the Work performed hereunder or to the business and affairs of ICMA, or ICMA's Client. Such information shall include, without limitation, ICMA or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of ICMA unless disclosure is required by law, in which case notification of the request for such information shall be provided to ICMA prior to release. Information identified in writing by the Subgrantee as confidential and/or proprietary shall be similarly treated by ICMA. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of ICMA.

16.3 The Subgrantee shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of ICMA which shall not be unreasonably withheld.

ARTICLE 17 WARRANTIES AND REPRESENTATIONS

Subgrantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Subgrantee warrants that all Work performed hereunder shall be performed to the industry highest professional standards, and Subgrantee agrees to correct or re-perform any Work not in compliance with this standard at no additional cost, if ICMA notifies Subgrantee within five (5) business days from the receipt of notice from the Client if reperformance is requested by the Client. Subgrantee warrants and certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any Federal department or agency, (b) have not within a three-year period preceding this Subgrant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Award, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S. Government Grant Official who participated personally and substantially in the Prime Award and (g) have not made, and will not make, any payment of money or anything of value, directly or indirectly, to any government official, political Party, or candidate for a political office for the purpose of obtaining or retaining business. Subgrantee agrees to promptly notify ICMA should it learn that any of the above warranties or representations are no longer fully correct.

ARTICLE 18 BINDING EFFECT OF FUNDER DECISIONS

If a binding decision is made by the Funder under the Prime Award that pertains to the subject matter of this Subgrant, the binding Funder decision also shall be binding upon Subgrantee. If,

as a result of any such binding decision, ICMA is unable to obtain payment or reimbursement under the Prime Award or is required to refund or credit the relevant amount, Subgrantee shall, on demand, promptly withdraw its relevant invoice(s) and/or repay or reimburse such amount(s) to ICMA.

ARTICLE 19 ASSIGNMENT

The Subgrantee shall not further assign any services or work to be performed under this Subgrant without prior written authorization from ICMA's Subgrant Administrator, which shall not be unreasonably withheld.

ARTICLE 20 APPLICABLE LAW

20.1 In the performance of the Work under this Subgrant, the Subgrantee shall comply with all applicable US Federal, state, and local laws, rules, and regulations. In the event the Subgrantee is authorized by the Gates Foundation and ICMA to perform work outside the United States, the Subgrantee shall follow all host country laws, rules and regulations. In addition, the Subgrantee shall obtain and maintain the applicable licenses and authorizations to work in the host country through the entire performance period of this Subgrant. Failure to comply with this requirement shall be construed as a material deficiency in the Subgrantee's performance under this Subgrant. This Subgrant shall be construed, interpreted and applied in accordance with the laws of the District of Columbia.

20.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.

ARTICLE 21 STANDARDS OF BUSINESS ETHICS AND CONDUCT

ICMA believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that ICMA employees, agents, Subgrantees and representatives adhere to a particularly high ethical standard. ICMA's expectation is that Subgrantee also will conduct its business fairly, impartially and in an ethical and proper manner. If Subgrantee has cause to believe that ICMA or any employee or agent of ICMA has acted improperly or unethically under this agreement/order, Subgrantee shall report such behavior to the ICMA's Hot Line at 1-877-874-8416 (Toll Free for use within the United States) or online at http://icma.org/hotline.

ARTICLE 22 CHANGES

22.1 ICMA may at any time, by written order, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subgrant scope of services or to **Attachment A, Scope of Work and Budget**. If any change causes an increase or decrease in the Subgrantee's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ICMA shall make an equitable adjustment and modify in

writing the Agreement as applicable. Any claim by Subgrantee for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ICMA within thirty (30) calendar days from the date of receipt by Subgrantee of the written change authorization from ICMA or within such extension of that 30-day period as ICMA, in its sole discretion, may grant in writing at Subgrantee's request prior to expiration of said period. The Subgrantee will not proceed with any changes unless notified to proceed in writing by ICMA. Any changes to this Subgrant must be in writing.

22.2 Nothing herein will be construed as relieving Subgrantee of its obligations to perform, including without limitation, the failure of the parties to agree upon Subgrantee entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 23 RIGHTS AND REMEDIES

23.1 No failures of or delay by ICMA in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by ICMA of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subgrant.

23.2 Neither the ICMA's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Subgrant and the Subgrantee shall be and remain liable to ICMA and the Client for damages caused by the Subgrantee's negligent performance of any of the services furnished under this Subgrant.

23.3 The rights and remedies of ICMA or the Subgrantee provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 24 DISPUTE RESOLUTION

24.1 For any issues or claims arising out of or relating to the terms of this Subgrant, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Article 8. Should Subgrantee and ICMA be unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subgrantee's and ICMA's respective organizations. For any controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

24.2 The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

24.3 The provisions in this Article shall survive the termination or expiration of the Subgrant. During the term of any pending controversy or claim hereunder, the Subgrantee shall proceed diligently with the performance of Work under the Subgrant in accordance with the direction(s) given by ICMA.

ARTICLE 25 TERMINATION

The Agreement may be terminated by ICMA at any time, in whole or in part, with a 30-day written notice to the Subgrantee. Also, the Agreement may be suspended or terminated by ICMA, if ICMA has notice of or has reasonable cause to believe that the Subgrantee is unable to pay its obligations in the ordinary course of business. If ICMA terminated this Agreement, the Subgrantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of activities in support of the Agreement. The ICMA Subgrant Administrator must determine the amount(s) to be paid by ICMA to the Subgrantee under such claim in accordance with the legally applicable Cost Principles.

ARTICLE 26 FLOW DOWNS

Subgrantee shall be required to comply with the applicable flow-down terms and conditions from the Prime Grant Agreement as **per Attachment D**.

ARTICLE 27 COMPLIANCE REQUIREMENTS

27.1 Anti-Terrorism. By signing this Agreement, Subgrantee certifies that it does not and will not promote or engage in violence or terrorism. Further, Subgrantee agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Subgrantee agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

ATTACHMENT A
Scope of Work and Budget

ICMA Economic Mobility and Opportunity Special Assistants Program

Background

ICMA has been awarded a grant from the Gates Foundation to address local economic mobility and opportunity issues and strengthen field infrastructure through strategic talent investment in new roles: "Economic Mobility and Opportunity Special Assistants." These senior level positions within local governments will focus on advancing economic mobility in their communities and work across departments and external partners to identify strategic priorities and begin implementation during their tenure.

The specific purpose of this agreement is to confirm the partnership between the Subgrantee ("Host Community") and ICMA.

Purpose of the Subgrant

The Subgrantee will recruit and hire a full-time, senior-level staff member—an "EMO Special Assistant" (EMO SA)—to drive the implementation of comprehensive economic mobility strategies for the Host Community. Reporting to the Host Community's executive leadership, the EMO SA will work across departments and external partners to identify strategic priorities and develop and execute a tailored implementation plan informed by a community-engaged co-design process. In addition to advancing local EMO activities, the EMO SA and Host Community will participate along with other subgrantees in regular coaching, training, and networking activities facilitated by ICMA. They will contribute to ongoing measurement, learning, and evaluation efforts to help develop a model for replication by other local governments.

Roles and Responsibilities

Prime Grantee, ICMA, Specific Activities/Tasks:

1. Work with the local government host community throughout the period of performance.
2. Assist host community in the EMO SA hiring process to ensure compliance with program expectations. Activities may include assisting with position description development, promoting the opportunity, participating in final candidate interviews, and other tasks as necessary. At a minimum, prior to a final hiring decision, ICMA will review the recommended candidate profile(s) and supporting documentation to verify the selection complies with program and funder expectations.
3. Coordinate regular (primarily virtual) meetings of EMO SAs and additional coaching, trainings, and professional development opportunities.
4. Coordinate and host four (4) in-person convenings for program participants (EMO SAs and two additional representatives per host community).
5. Support in the development of a resource roadmap outlining a long-term strategy to maintain EMO position and/or the initiatives that have started.
6. Monitor the schedule and budget for the plan of action to ensure proper timeliness.

Subgrantee, the Host Community, Specific Activities/Tasks:

1. Adhere to the approved timeline to the best of their ability and provide the ICMA staff with timely notice of problems that could cause delay.

2. Lead the recruitment and hiring process for the EMO SA and support the EMO SA as a full-time, locally-based (non-remote) employee with appropriate compensation and benefits.
3. Conduct a co-design process to develop a community-informed workplan for EMO priorities and activities over the period of performance.
4. Implement EMO activities outlined in the community-informed workplan.
5. Through the EMO SA, develop or enhance formal networks of local EMO stakeholders.
6. Participate, via the EMO SA and others as necessary, in all required virtual and in-person meetings. This includes four in-person convenings of the EMO SAs and two additional representatives of Host Community.
7. Develop a strategy/resource roadmap for sustaining the EMO work beyond the duration of the grant.
8. Comply with reporting and evaluation requests from ICMA and funding partners.
9. Utilize customizable templates provided to deliver progress reports in a timely manner.
10. Notify ICMA if the EMO SA position becomes vacant for any reason, and with consultation from ICMA, determine next steps for rehiring and/or concluding the program.

Reporting
The Host Community and their EMO SA are expected to regularly report on their economic mobility efforts, i.e., progress, challenges, etc. in virtual and in-person meetings. Participants are also expected to comply with occasional surveys, brief interviews, or other similar actions from ICMA staff or funding partners as a part of required measurement, learning, and evaluation activities.

Interim written progress reports and a final written report summarizing activities undertaken in the reporting period, measures of success, and expenditures, will be submitted to ICMA staff according to the schedule below. ICMA will provide templates for these reports, to be supplemented with additional records or other attachments as appropriate.

Milestones and Payment Schedule
The first payment will be issued to the Subgrantee upon execution of this subagreement. Subsequent payments will be issued to the Subgrantee upon submission of the progress reports listed below and ICMA's acceptance/confirmation that subgrantee has fulfilled remaining deliverables. ICMA may, in its reasonable discretion, modify payment dates or amounts and notify Subgrantee such changes in writing.

Activities and Outputs	Timeframe	Budget Allocation
Execution of agreement	September 1, 2025	$74,666.67
Period 1 • Recruit, hire, and onboard EMO SA by December 1, 2025 • Attend December 10-12, 2025 in-person orientation convening; 3 attendees/community	September 2025 – January 2026	

• Begin planning and/or launch of local co-design process • Submit annual progress report including measures of success		
Progress report #1	January 31, 2026	$123,666.67
Period 2 • Complete co-design process and develop EMO SA workplan • Begin workplan implementation, including developing "local resource network" of partners • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success	February 2026 – December 2026	
Progress report #2	December 31, 2026	$132,000.00
Period 3 • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success	January – December 2027	
Progress report #3	December 31, 2027	$23,666.67
Period 4 • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Develop strategy/resource roadmap for sustaining work beyond period of performance • Submit final report including measures of success	January – June 2028	
Final report	June 30, 2028	

Note:

RETURN OF FUNDS. Any Subgrant Agreement Funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant agreement must be returned promptly to ICMA.

Subgrantee Budget

Category	Period 1	Period 2	Period 3	Period 4	Total
EMO SA Salary	$41,666.67	$91,666.67	$100,000	$16,666.67	$250,000.00
Relocation Support	$5,000.00	N/A	N/A	N/A	$5,000.00
Co-Design Expenses	$25,000.00	N/A	N/A	N/A	$25,000.00
Implementation Expenses	N/A	$15,000.00	$15,000.00	N/A	$30,000.00
Intern Support	N/A	$10,000.00	$10,000.00	N/A	$20,000.00
Travel+ EMO SA Professional Development	$3,000.00	$7,000.00	$7,000.00	$7,000.00	$24,000.00
TOTAL	$74,666.67	$123,666.67	$132,000.00	$23,666.67	$354,000.00

Cost Category Descriptions

- **EMO SA Salary:** 30 months total; local government to provide benefits package
- **Relocation Support:** Optional incentive to EMO SA upon hire
- **Co-design Expenses:** Consulting or related direct expenses (meeting costs including food and beverage, participant stipends, printing of materials, etc.) to execute co-design activities
- **Implementation Expenses:** Expenses related to programming or other activities outlined in EMO SA workplan
- **Intern support:** Optional Support
- **Travel+EMO SA Professional Development:** Transportation for 3 people x 4 mandatory in-person convenings; professional development activities/travel for the EMO SA

ATTACHMENT B
SUBGRANTEE PAYMENT REQUEST TEMPLATE

SUBGRANTEE NAME:		**REQUEST DATE:**	
SUBGRANTEE ADDRESS:		**ICMA SUBGRANT NUMBER:**	U11/City of Fayetteville, NCSubgrant/Fixed Price/DATE
REQUESTED AMOUNT		**SUBGRANT PERIOD OF PERFORMANCE:**	
PAYMENT METHOD (ACH, CHECK MAILED)		**AMOUNT PREVIOUSLY PAID:**	
		REMAINING TO BE PAID:	

If the ACH method is selected, please complete the attached "Direct Deposit Authorization Agreement)

G/L Acct	Cost Center #	Description of Cost	Amount	Notes
543-03	**U11.001.00**			
		Total Amount	**$ -**	

Comments/Further Instructions

Authorized Name (Print): _____

Authorized Signature: _____

Phone Number: _____

Gates Foundation Investment No. INV- 071729

ATTACHMENT C
PRIME GRANT AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

For the purposes of the "Subgrant Agreement" and "Subgrantee," the following Gates Foundation, "the Funder," Prime Grant Agreement Terms and Conditions shall be applicable.

"You"/"Your" shall be interpreted as the "Subgrantee"/"Subgrantee's."

"Grant" shall be interpreted as the "Subgrant Agreement."

"Agreement" shall be interpreted as the "Subagreement."

This Subgrant Agreement is subject to the following applicable Prime Agreement Funder Terms and Conditions:

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement *("Grant Funds")* for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE
Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION
Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General- Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

PROHIBITED ACTIVITIES

ANTI-TERRORISM
You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran,

Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY
You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION
You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES
You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY
A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY
You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS
In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS
You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

TERM AND TERMINATION

RETURN OF FUNDS
Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT
The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT
If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for
successful completion of the actions to correct the deficiencies.

RECORD KEEPING
You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4744

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A13

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Christopher Cauley, Director of Economic and Community Development**

Jeffrey Morin, Housing Program Manager

DATE: **August 11, 2025**

RE:

Authorize West Cumberland Apartments, Phase 2, Affordable Housing Loan Commitment

COUNCIL DISTRICT(S):

District 7

Relationship To Strategic Plan:

GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.

- 4.5: To ensure a place for people to live in great neighborhoods
- 4.6: To reduce poverty and homelessness

Executive Summary:

City Council is asked to approve the issuance of a Loan Commitment Letter in the amount of $1,000,000 for the development known as West Cumberland Apartments, Phase 2. This commitment will be good until August 11, 2026, with a six-month extension allowed at the City Manager's discretion.

West Cumberland Apartments, Phase 2 is a 72-unit affordable housing community, which will include five (5) HOME-assisted rental units

Background:

SEML Development, LLC., a private developer, is constructing a 72-unit affordable housing community, which will include five (5) HOME-assisted rental units. The project site is a currently vacant parcel located near 8103 Raeford Road, and this phase represents a continuation of an existing development.

The funding request of $1,000,000 would be provided from the City's annual allocation of HOME funds. The loan would carry a 1% interest rate and be fully amortized over 20 years.

On April 22, 2024, City Council approved the 2024-2025 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan (AAP), which included the issuance of a conditional commitment letter for this project. The commitment included $600,000 from HOME Investment Partnership funds and $400,000 from HOME-ARP to support the project's Low-Income Housing Tax Credit (LIHTC) application to the North Carolina Housing Finance Agency (NCHFA). This original proposal also planned for a 48-unit development which was adjusted to 72 units prior to application to the NCHFA.

Since that time, it has been determined that the project would be better served if the entire $1,000,000 commitment came exclusively from Home Investment Partnership Funds (HOME) and the final commitment letter will be revised to include the new 72-unit size.

Issues/Analysis:

The loan commitment letter will serve as the basis for drafting legal documents to secure the City's investment. These documents will be executed at loan closing, with the City represented by Banks Law Firm as outside legal counsel.

Budget Impact:

The City of Fayetteville receives annual entitlement funding from the HOME Program. The program currently has approximately $3 million available, with approximately $2 million already committed to projects previously approved or reviewed by City Council.

Options:

- Authorize a loan commitment letter and subsequent loan documents in the amount of $1,000,000 from HOME Funds to West Cumberland Apartments, Phase 2.
- Do not authorize the loan commitment letter and documents.
- Direct Staff to some other action.

Recommended Action:

Staff recommends that Council move to authorize a loan commitment letter and subsequent loan documents in the amount of $1,000,000 from HOME Funds to West Cumberland Apartments, Phase 2.

Attachments:

West Cumberland Phase 2 Commitment Letter

FAYETTEVILLE NC
CITY MANAGER'S OFFICE

August 11, 2025

SEML Development, LLC
2939 Breezewood Ave, Ste 201
Fayetteville, NC 28303

Mr. Duggins:

The City of Fayetteville is pleased to commit a loan ("Loan") to assist in financing the construction of an affordable housing development known as West Cumberland Phase 2, subject to the following terms: CONTINGENT ON A COMPLETED ENVIRONMENTAL REVIEW APPROVED BY HUD

Borrower:	SEML Development, LLC The Borrower is not a Community Housing Development Organization as defined by the HOME Program
Property:	8103 Raeford Road (adjacent), Fayetteville, North Carolina 28304 PIN: 9476954439
Project:	The construction of seventy-two (72) affordable individual multifamily rental housing units to be known as "West Cumberland Phase 2" and located on the Property (the "Project")
Loan Amount:	$1,000,000.00
Source of Funds:	HOME funds from the City of Fayetteville HOME Program
Affordability Period:	Twenty (20) years
Use of Funds:	To assist in financing the construction of seventy-two (72) fixed, HOME-assisted units ("HOME Units") of affordable, multifamily rental housing in Fayetteville, North Carolina as set forth below. Five (5) of these units will be floating HOME units. Low HOME Units. Two (2) one-bedroom unit, two (2) two-bedroom units, and one (1) three-bedroom units shall be rented exclusively to persons or households earning no greater than fifty percent (50%) of the Fayetteville area median income as determined from time to time by HUD (the "AMI"), and shall comply with the HOME Program's Low HOME rent and income requirements.

	The HOME Units and their rent rates must comply with HUD's HOME Program and the rules and regulations promulgated pursuant thereto, in addition to the City's HOME Program (the "Requirements") for the entire Affordability Period.
Interest:	One percent (1%) fixed rate, bearing simple interest.
Term/Payment:	The Loan shall be for a 20-year term commencing on the date the Loan funds have been disbursed in full and maturing 20 years from such date ("Maturity Date"). During the term of the Loan, monthly payments shall be due and payable as set forth in the Loan's promissory note. All outstanding principal and interest shall be due and payable in full on the Maturity Date. The payment will be based on cash flow and will comply with NCHFA's 2023 QAP.
Draws:	The loan funds shall be disbursed to Borrower as follows: (i) $250,000 at 25% construction completion, (ii) $250,000 at 50% construction completion, (iii) $250,000 at 75% construction completion, and (iv) $250,000 at 100% construction completion.
Retainage:	The City reserves the right to withhold 10% from each progress payment, as retainage, which shall be paid upon 100% construction completion of the Project.
Payment and Performance Bond:	Borrower shall provide to the City payment and performance bonds naming the City as a dual obligee in an amount not less than the full value of the construction contract.
Collateral:	The collateral shall consist of a second lien Deed of Trust encumbering the Property. The City of Fayetteville shall execute such subordination agreements as shall be required by senior lenders for the development.
Costs:	All costs pertaining to closing the Loan will be borne by the Borrower, including attorneys' fees (not to exceed $15,000.00) and recording fees, which shall be payable at closing. There shall be no loan fees or prepayment penalties associated with this Loan.
Requirements:	Borrower agrees that Borrower and the Project shall meet the Requirements throughout the Affordability Period. In the event the Project or Borrower does not meet the Requirements throughout the Affordability Period, Borrower shall be required to repay the then-outstanding balance of the Loan.

Compliance Monitoring:	During the Affordability Period, Borrower and Borrower's members shall be required to submit documents and records reasonably necessary to confirm Borrower and the Project's compliance with the Requirements, as well as any other items which may be reasonably required or requested by the City or its counsel.
Other Conditions:	This Loan may be subject to additional conditions set forth in the Loan's documents.
Expiration:	This commitment expires on June 18, 2026.

We look forward to working with you as you develop affordable housing for families in the City of Fayetteville, North Carolina.

Sincerely,

_____

Dr. Douglas J. Hewett, ICMA-CM
City Manager
City of Fayetteville, NC

Accepted and Agreed to by:

SEML Development, LLC,
a North Carolina limited liability company

By: _____

Name: _____

Title: _____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4831

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A14

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Andrew LaGala, A.A.E., Airport Director**

DATE: **August 11, 2025**

RE:

Acceptance of Aviation Career Education (ACE) Academy Grant Offer

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal IV - Desirable Place to Live, Work and Recreate
4.1 - To maintain public transportation investments with high quality transit and airport services.

Executive Summary:

City Council is asked to accept the 2025 Aviation Career Education (ACE) Academy Grant from the North Carolina Department of Transportation, Division of Aviation (NCDOT) and to authorize the City Manager to execute the Agreement. The grant will provide reimbursement of up to $5,000 for supplies and vendor costs. There is no local match requirement.

Background:

- The Fayetteville Regional Airport ACE Academy was established in support of tomorrow's aerospace workforce.
- The NCDOT ACE Academy Grant Program provides grants of up to $5,000 per academy to public airports that host aerospace and aviation career-focused summer academies for middle and high school students.
- The academy will cover the following topics;
    - Aviation/aerospace history, including N.C.'s legacy as "first in flight"
    - Principles of flight
    - Career discovery and planning
    - Post-secondary aviation education programs
    - Unmanned aircraft systems (UAS, or drones)
- Any costs associated with the program that exceed the $5,000 state reimbursement will be covered through sponsorships or through the Airport's Operating Budget.

Issues/Analysis:

None

Budget Impact:
There is no impact to the General Fund.

Options:

1. Accept the ACE Academy Grant Offer from NCDOT to the Fayetteville Regional Airport and authorize the City Manager to execute the grant.

2. Do not accept the ACE Academy Grant Offer from NCDOT to the Fayetteville Regional Airport or authorize the City Manager to execute the grant.

Recommended Action:
Staff recommends that Council move to accept the ACE Academy Grant Offer from NCDOT for the Fayetteville Regional Airport and authorize the City Manager to execute the Agreement.

Attachments:
Grant Agreement

2025 Aviation Career Education (ACE) Academy Grant Agreement

AGENCY:	**DEPARTMENT OF TRANSPORTATION** **DIVISION OF AVIATION**	**AIRPORT:** **PROJECT NO:**	**FAYETTEVILLE REGIONAL** **36244.27.18.3**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Agency") and the **CITY OF FAYETTEVILLE**, the public agency owning the **FAYETTEVILLE REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **SEPTEMBER 30, 2025.**

A. Pursuant to NC GS 63-66, the North Carolina Department of Transportation is charged with promoting aviation safety throughout the state and conduct such promotional, educational and other programs as may be necessary to keep the people of the state properly informed with respect to aviation and to further aeronautics generally throughout the state. The purpose of this agreement is for the Agency to assist financially in the 2025 Aviation Career Education (ACE) Academies for school-age student**s** across North Carolina. The ACE Academy agenda must include components on aviation careers, history of flight, principles of flight and other topics that supplement the aviation theme. To support the expanded strategic mission of the Agency, unmanned aerial systems (UAS), advanced air mobility and in-state post-secondary aviation program opportunities are required to be offered as topic segments. Post-secondary opportunities should include a statewide view of community and four-year college/university aviation programs, not limited to certificate/degree concentrations in: aviation maintenance, career pilot, aeronautical engineering, electrical engineering (aviation specific), air traffic control, etc. The Agency will provide material and a presenter of this information as one of the sessions during your academy.

B. The Agency representative is Haven Bailey, ACE Academy Program Coordinator, (828) 228-9904, ext-hrbailey1@ncdot.gov. She will be the contact representative during the term of this Agreement. The Agency will have final approval of when the terms of the agreement have been fulfilled.

C. The Agency agrees to compensate the Sponsor a maximum of $5,000 for ACE Academies conducted during the summer of 2025. Payment under this agreement will be made upon:

   a. Receipt of the post-Academy report and evaluation, required within 30 days of the end of the funded academy (as described in D.); and
   b. Submission in EBS of expenditures with purpose and receipts for which you seek reimbursement. Note: NCDOT funds may be used for supply and vendor costs only; no administration or staffing costs. Past ACE academies have purchased such items as flight simulators, field trip tickets, aircraft rides, model rocket kits and safety materials.

D. Completion of the final report is to be made via a link to this online reporting form, due 30 days from the closing day of your funded ACE Academy, will include:
    a. Dates, times and location of Academy
    b. Itinerary/schedule of activities
    c. Description (theme/curriculum focus)
    d. Number and demographic breakdown of participants (age, race, gender, county of residence)
    e. Three or more photos of students participating in academy activities, with photo permission form completed allowing NCDOT to use photos (no names) of photographed students in promotional materials
    f. Copy of your student evaluation survey and responses.
    g. Evaluation survey

E. Funds not requested by invoice prior to September 30, 2025, will be forfeited.

The Sponsor shall be responsible for all North Carolina governing laws. The Sponsor agrees to provide the Agency with the entity's correct taxpayer identification number upon execution of this agreement.

AGENCY ADMINISTRATOR:

Printed Name: Nick Short, PE, PLS

Title: Director (Interim), NCDOT Division of Aviation

Signature _____ Date _____

SPONSOR: Fayetteville Regional Airport (KFAY)

Printed Name: _____

Title _____

Signature _____ Date_____

Tax Identification Number_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4804

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A15

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Jeffery Yates, Assistant City Manager**
Andrew LaGala, A.A.E, Airport Director

DATE: **August 11, 2025**

RE:

Appropriate NCDOT Division of Aviation grant funds to the Fayetteville Regional Airport Master Plan Update

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal IV - Desirable Place to Live, Work and Recreate
4.1 - To maintain public transportation investments with high quality transit and airport services.

Executive Summary:

City Council is asked to adopt Capital Project Ordinance Amendments (CPOA) 2026-41 and 2026-42 to move $800,000 of NCDOT Division of Aviation - North Carolina Airport Improvement Program (NCAIP) grant funds from the General Aviation Hangar project to the Airport Master Plan Update project.

CPOA 2026-41 will reduce $800,000 of NCAIP grant funds from the General Aviation Hangar project, changing the total project appropriation from $1,235,922 to $435,922.

CPOA 2026-42 will appropriate $800,000 of NCAIP grant funds for the Airport Master Plan Update, changing the total project appropriation from $476,891 to $1,276,891.

Background:

On June 23, 2025, Council adopted Capital Project Ordinance (CPO) 2025-44 to appropriate $476,891 in federal grant funds for the Airport Master Plan Update project, with the understanding that the balance of funding to complete the project would be provided by State funds.

City Council accepted NCDOT Division of Aviation Grant 19.1 on September 23, 2024 in the amount of $2,395,779. The Airport has received approval from the NCDOT to use $800,000 of these grant funds for the Airport Master Plan Update project.

The requested project appropriation includes funding for:

- Project Management $1,239,135.94
- Contingency $ 37,755.06

TOTAL $1,276,891.00

Issues/Analysis:

At this time, staff anticipates the requested total project budget of $1,276,891 will be sufficient to complete the Airport Master Plan Update.

The General Aviation Hangar project is currently paused, while staff evaluates the need for additional hangars compared to the current rental of existing general aviation hangars. Once this analysis has been completed, staff will submit appropriate updates to the City's Capital Improvement Plan (CIP) during the annual CIP process.

Budget Impact:

There is no impact to the General Fund. This will be a redistribution of previously appropriated state grant funds.

Options:

1. Adopt CPOA 2026-41 and CPOA 2026-42 to reduce funding for the General Aviation Hangar project by $800,000 of NCDOT Division of Aviation grant funds and appropriate those funds to the Airport Master Plan Update project.

2. Do not adopt CPOA 2026-41 or CPOA 2026-42 and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to adopt CPOA 2026-41 and CPOA 2026-42 to reduce funding for the General Aviation Hangar project by $800,000 of NCDOT Division of Aviation grant funds and appropriate those funds to the Airport Master Plan Update project as presented.

Attachments:

FY25 NCDOT Project Scope Change (AV-109)
Capital Project Ordinance Amendment (CPOA) 2026-41
Capital Project Ordinance Amendment (CPOA) 2026-42

Form: AV-109 PROPOSED DIRECTED FUNDING PROJECTS

FUNDED BY:

☐ State Capital and Infrastructure Funds (SCIF) ■ NC Airport Improvement (NCAIP) Funds ☐ General Aviation Legislative (GAL) Funds

PLANNED PROJECTS: Please provide in the table below a complete list of all projects planned for your appropriation.

Airport Name: Fayetteville Regional Airport WBS #: 36244.27.19.1 Date: 07/21/2025

1. Is project scope changing? Yes
2. If "yes", what change # is this? 2
3. Has this change been discussed with the legislator that supported funding? Yes

Project Title	Project Description	Estimated Cost of Directed Funds Proposed for this Project ($00,000,000)	Other Project Funding Sources, if any ($ Federal, State, Local or Other)	Estimated Start Date (MM/YYYY)	Estimated End Date (MM/YYYY)
Terminal Expansion	International Arrivals Facility	$1,159,857	$5,000,000	03/2025	04/2026
Hangar Development	General Aviation Hangar	$435,922	$2,922,939	02/2025	02/2026
Master Plan	Airport Master Plan Update	$800,000	$476,891	07/2025	10/2026
		$2,395,779			

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE CPOA 2026-41 (CPOA 2025-40, CPO 2022-14)

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

Section 1. The project change is to Capital Project Ordinance 2022-14, adopted November 8, 2021, as amended, for the funding of the design and construction of a General Aviation Hangar, and other ancillary costs.

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

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

	Listed As	Amendment	Revised
North Carolina Department of Transportation			
Commercial Service Airport Funding - FY2022	$ 400,000	$ -	$ 400,000
North Carolina Department of Transportation			
Commercial Service Airport Funding - FY2023	2,522,939	-	2,522,939
Division of Aviation (NCDOT DOA)			
NC Airport Improvement Program (NCAIP) - FY2025	1,235,922	(800,000)	435,922
	$ 4,158,861	$ (800,000)	$ 3,358,861

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

Project Expenditures	$ 4,158,861	$ (800,000)	$ 3,358,861

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

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

Adopted this 11th day of August, 2025.

CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE CPOA 2026-42 (CPO 2025-44)

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

Section 1. The project change is to Capital Project Ordinance 2025-44, adopted June 23, 2025, as amended, for the funding funding the Airport Master Plan Update.

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

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

	Listed As	Amendment	Revised
Federal Aviation Administration Grant			
3-37-0021-058-2025 (AIP 58)	$ 476,891	$ -	$ 476,891
Division of Aviation (NCDOT DOA)			
NC Airport Improvement Program (NCAIP) - FY2025	-	800,000	800,000
	$ 476,891	$ 800,000	$ 1,276,891

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

Project Expenditures	$ 476,891	$ 800,000	$ 1,276,891

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

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

Adopted this 11th day of August, 2025.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4761

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A16

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

THRU: **Adam Lindsay, Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**

DATE: **August 11, 2025**

RE:

Approve Bid Recommendation - Resurface Various Streets GO Bond FY26

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The Council is asked to approve award of and authorize the execution of a contract for the Resurface Various Streets GO Bond FY2026. The lowest responsive, responsible bidder, Barnhill Contracting Company, is recommended.

This contract will be funded, utilizing Public Infrastructure GO Bond. The selected streets included in the contract are the streets presented to and approved by Council at the March 23, 2023, Council Meeting.

Background:

The project will consist of: Resurfacing (17) streets (approximately 3.83 miles) and milling and resurfacing (11) streets (approximately 6.25 miles). The work includes, but is not limited to, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, milling, cutting out and patching areas, placing leveling and overlay courses, thermoplastic pavement markings.

The project was advertised for bids to be opened on June 12, 2025, and re-advertised for bids to be opened on June 23, 2025. Two bids were received and are as follows:

$3,627,323.60	Barnhill Contracting Company
$3,877,874.50	Highland Paving Co., LLC

Issues/Analysis:

None

Budget Impact:
Funding for this contract will be provided by the Public Infrastructure General Obligation Bond with funds appropriated as part of the FY26 budget.

Options:

1. Approve award of and authorize the City Manager to execute a contract for the Resurface Various Streets GO Bond FY26 with the lowest responsive, responsible bidder, Barnhill Contracting Company, in the amount of $3,627,323.60.

2. Do not award contract and provide further direction to staff.

Recommended Action:
Staff recommends Council approve award of and authorize the City Manager to execute the contract for the Resurface Various Streets GO Bond FY26 with the lowest responsive, responsible bidder, Barnhill Contracting Company, in the amount of $3,627,323.60.

Attachments:
Bid Tab - Resurfacing Various Streets 2026 GO Bond
Resurfacing Street List and Maps

ITB - Resurfacing Various Streets GO Bond FY 26

			Highland Paving Co., LLC		Barnhill Contracting Company	
Base Bid						
Item No.	**Item Description**	**Unit**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"						
A-01	Mobilization	1	$ 192,470.00	$ 192,470.00	$ 181,000.00	$ 181,000.00
A-02	Traffic Control	1	$ 180,000.00	$ 180,000.00	$ 36,500.00	$ 36,500.00
A-03	Remove and Dispose of Existing Concrete Curb & Gutter	190	$ 53.00	$ 10,070.00	$ 53.00	$ 10,070.00
A-04	Remove and Dispose of Existing Asphalt Pavement	30000	$ 1.25	$ 37,500.00	$ 1.25	$ 37,500.00
A-05	Unclassified Excavation	1500	$ 1.00	$ 1,500.00	$ 1.00	$ 1,500.00
A-06	Undercut Excavation	50	$ 12.00	$ 600.00	$ 15.00	$ 750.00
A-07	Select Borrow	50	$ 15.00	$ 750.00	$ 15.00	$ 750.00
A-08	Replace Curb and Gutter	190	$ 53.00	$ 10,070.00	$ 53.00	$ 10,070.00
A-09	Adjust Existing Manholes	267	$ 580.00	$ 154,860.00	$ 580.00	$ 154,860.00
A-10	Adjust Existing Watervalves	171	$ 580.00	$ 99,180.00	$ 580.00	$ 99,180.00
A-11	Adjustment Rings	5	$ 500.00	$ 2,500.00	$ 250.00	$ 1,250.00
A-12	Profile by Milling (0"-2" Depth)	35402	$ 2.30	$ 81,424.60	$ 3.00	$ 106,206.00
A-13	Edge Milling (0"-2")	25386	$ 2.90	$ 73,619.40	$ 2.85	$ 72,350.10
A-14	Incidental Milling	500	$ 13.00	$ 6,500.00	$ 15.00	$ 7,500.00
A-15	Bituminous Concrete Base Course (Type 25.0B)	50	$ 170.00	$ 8,500.00	$ 165.00	$ 8,250.00
A-16	Bituminous Concrete Binder Course (Type I 19.0 B)	5600	$ 170.00	$ 952,000.00	$ 135.00	$ 756,000.00
A-17	Bituminous Asphalt Concrete Srfc. Course (Type S 9.5 B)	8620	$ 74.00	$ 637,880.00	$ 76.75	$ 661,585.00
A-18	Bituminous Asphalt Concrete Leveling Course (Type S 9.5B)	5648	$ 74.00	$ 417,952.00	$ 76.75	$ 433,484.00
A-19	Asphalt Binder for Plant Mix PG64-22	1385	$ 550.00	$ 761,750.00	$ 575.00	$ 796,375.00
A-20	Crack Sealing (Asphalt)	25	$ 150.00	$ 3,750.00	$ 170.00	$ 4,250.00
A-21	Incidental Stone	17	$ 70.00	$ 1,190.00	$ 75.00	$ 1,275.00
A-22	Shoulder Reconstruction	1500	$ 12.00	$ 18,000.00	$ 10.00	$ 15,000.00
A-23	Remove and Replace Precast Manhole Slab	2	$ 3,395.00	$ 6,790.00	$ 6,300.00	$ 12,600.00
A-24	Retrofit Existing Handicap Ramps	7	$ 1,600.00	$ 11,200.00	$ 1,600.00	$ 11,200.00
A-25	A.D.A. Handicap Ramps	5	$ 3,150.00	$ 15,750.00	$ 3,150.00	$ 15,750.00
B-1	(4"), White, 120 mils (Edgeline)	41020	$ 1.50	$ 61,530.00	$ 1.50	$ 61,530.00
B-2	(4"), Yellow, 120 mils (Centerline)	28475	$ 1.50	$ 42,712.50	$ 1.50	$ 42,712.50
B-3	(24") White, 120 mils (Stop Bar Line)	2275	$ 15.00	$ 34,125.00	$ 15.00	$ 34,125.00
B-4	Symbols, White, 120 mils (Left Turn Arrow)	88	$ 200.00	$ 17,600.00	$ 200.00	$ 17,600.00
B-5	Symbols, White, 120 mils (Right Turn Arrow)	33	$ 200.00	$ 6,600.00	$ 200.00	$ 6,600.00
B-6	Symbols, White, 120 mils (Combination Right or Left Turn and Straight Arrow)	8	$ 400.00	$ 3,200.00	$ 400.00	$ 3,200.00
B-7	Symbols, White, 120 mils (School and Railroad)	7	$ 500.00	$ 3,500.00	$ 500.00	$ 3,500.00
B-8	Symbols, White, 120 mils (6' x 6" Shark Tooth)	9	$ 85.00	$ 765.00	$ 85.00	$ 765.00
B-9	Raised Reflective Pavement Markers, Non-Snow Plowable (Yellow &Yellow)	630	$ 7.00	$ 4,410.00	$ 7.00	$ 4,410.00
B-10	Raised Reflective Pavement Markers, Non-Snow Plowable (Crystal &Red)	1584	$ 7.00	$ 11,088.00	$ 7.00	$ 11,088.00
B-11	(16"), White, 120 mils Railroad X lines	176	$ 8.00	$ 1,408.00	$ 8.00	$ 1,408.00
B-12	15 mils, Temporary Paint	34200	$ 0.15	$ 5,130.00	$ 0.15	$ 5,130.00
Sum Total				$ 3,877,874.50		$ 3,627,323.60

Resurface Various Streets 2026

GO Bond

APPENDIX B

Street List & Maps

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

Proposed Resurface Various Streets, 2026 - GO Bond

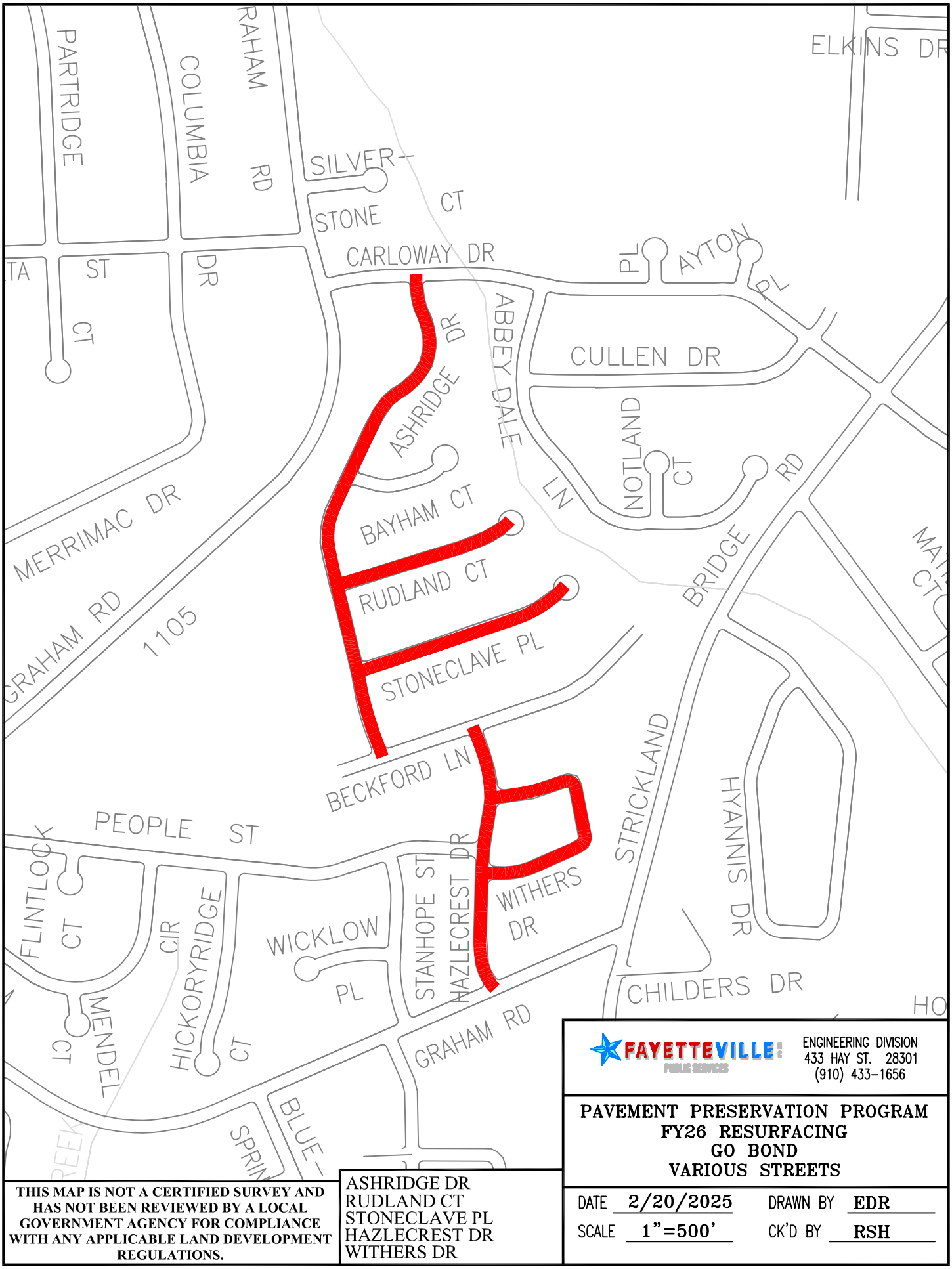
Proposed Milling & Resurfacing Streets (PM - Profile Mill, EM - Edge Mill)

STREET	FROM	TO	LENGTH	WIDTH	MH	WV
MCDOUGAL DR - PM	ORMSKIRK DR	BLAIRWOOD DR	3,657	32	36	0
MCDOUGAL DR - PM	ORMSKIRK DR	BINGHAM DR	4,460	27	38	0
RULNICK ST - PM	LUNAR DR	MCDOUGAL DR	1,396	26	0	0
REVERE ST - PM	MCDOUGAL DR	RAEFORD RD	1,690	24	6	0
MIRROR LAKE DR - EM	FOXHALL RD	THORNCLIFF DR	1,740	32	15	16
GRANVILLE DR - EM	MORGANTON RD	DEAD END	1,684	32	10	10
GABLES DR - EM	GREEN VALLEY RD	COUNTRY CLUB DR	3,468	26	14	20
SUGAR CANE CIR - EM	REGIMENT DR	ADMIRAL DR	3,518	25	22	26
SUGAR CANE CIR - EM	ADMIRAL DR	REGIMENT DR	851	25	6	4
WAGONER DR - EM	SYCAMORE DAIRY RD	SUGAR CANE CIR	2,117	29	11	24
DALLAS ST - EM	OWEN DR	SOUTHERN AVE	1,460	25	10	20
CUDE ST - EM	SOUTHERN AVE	GILLESPIE ST	1,481	26	18	10
WINSLOW ST - PM	SOUTHERN AVE	RANKIN ST	5480	32	76	38
		Length	**33002**			
		Mileage	**6.25**			

Proposed Resurfacing Streets

STREET	FROM	TO	LENGTH	WIDTH	MH	WV
LARKSPUR DR	HILLIARD DR	CUL-DE-SAC	3,150	25	18	10
BANKSIDE DR	SPY GLASS DR	DEAD END	840	25	4	1
POPLAR DR	SANDALWOOD DR	PALA VERDE DR	2,525	26	6	4
DUNLOE CT	GABLES DR	CUL-DE-SAC	340	20	0	1
CARLTON PL	GABLES DR	CUL-DE-SAC	368	25	3	2
GREYWALLS CT	GABLES DR	CUL-DE-SAC	372	25	2	2
ST ANDREWS CT	GABLES DR	CUL-DE-SAC	147	25	1	1
MCGRATH CT	GABLES DR	CUL-DE-SAC	210	25	2	1
HAMPTON OAKS DR	RAEFORD RD	BURGENFIELD DR	1,960	22	1	0
AVERTON CT	PEBBLESTONE DR	CUL-DE-SAC	477	26	2	3
PEBBLESTONE DR	CADNEY CT	SEVENTY FIRST SCH	2,250	33	6	6
GINGER CIR	FREDRICK RD	WILSON AVE	1,993	20	9	1
ASHRIDGE DR	CARLOWAY DR	BECKFORD LN	2,089	26	13	6
RUDLAND CT	ASHRIDGE DR	CUL-DE-SAC	648	27	2	2
STONECLAVE PL	ASHRIDGE DR	CUL-DE-SAC	818	27	3	1
HAZLECREST DR	BECKFORD LN	GRAHAM RD	1,042	27	5	0
WITHERS DR	HAZLECREST DR	HAZLECREST DR	1,009	26	4	0
		Length	**20238**			
		Mileage	**3.83**			
		Total Length	**53240**			
		Total Mileage	**10.08**			

*** The City reserves the right to add additional streets or delete proposed streets based on construction projects and funding available.



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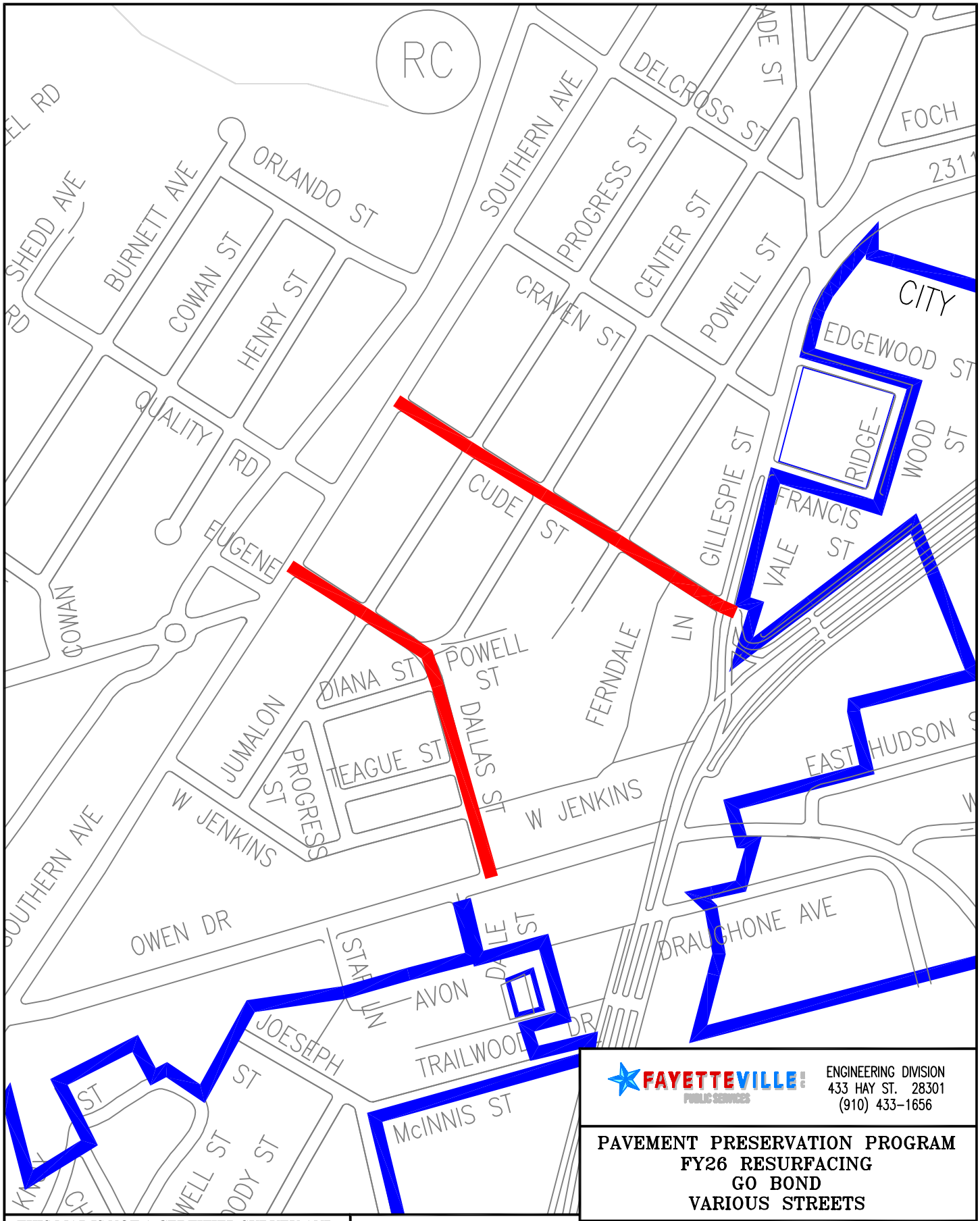
ASHRIDGE DR
RUDLAND CT
STONECLAVE PL
HAZLECREST DR
WITHERS DR

FAYETTEVILLE PUBLIC SERVICES

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

PAVEMENT PRESERVATION PROGRAM
FY26 RESURFACING
GO BOND
VARIOUS STREETS

DATE 2/20/2025 DRAWN BY EDR
SCALE 1"=500' CK'D BY RSH



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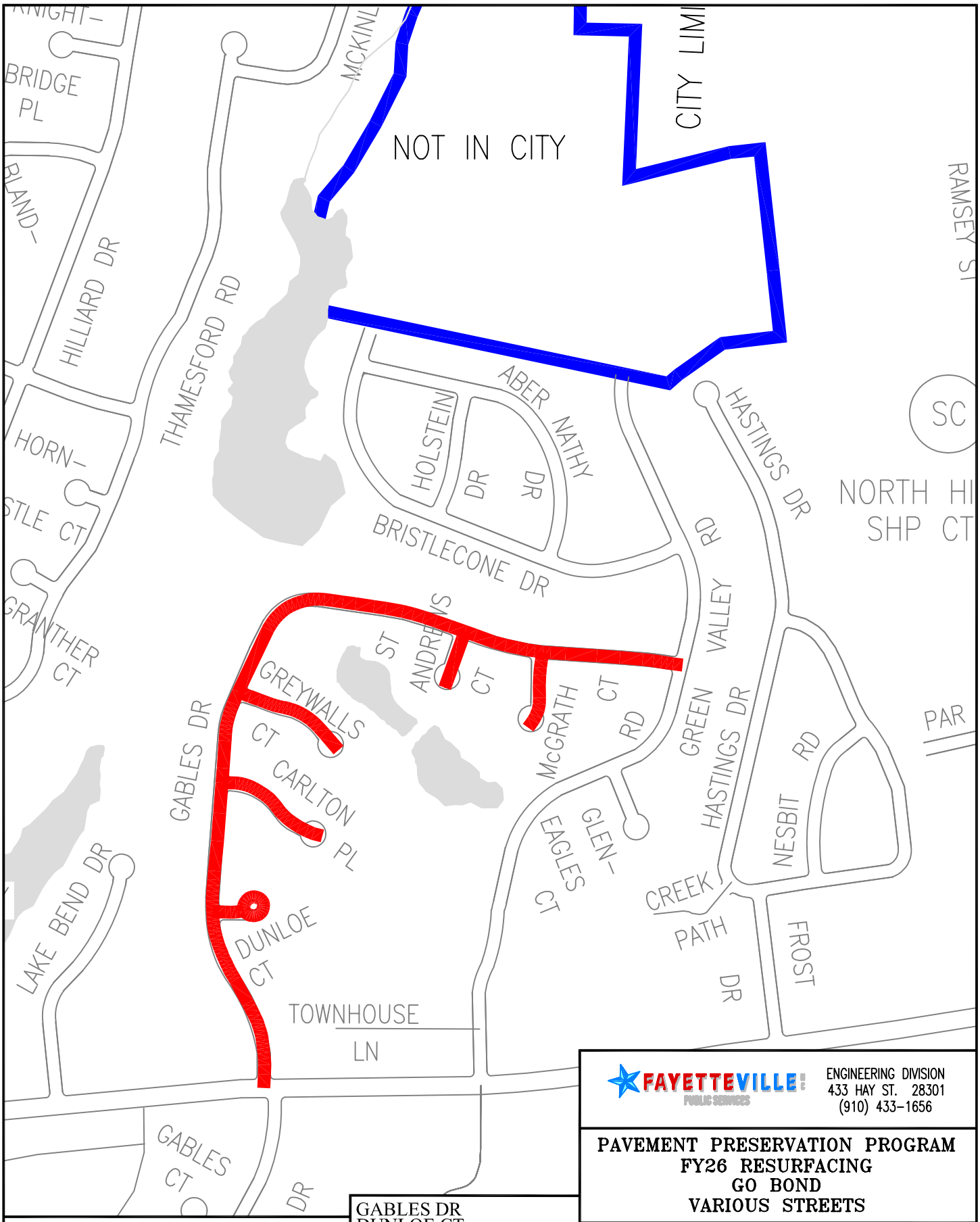
CUDE ST
DALLAS ST



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GABLES DR
DUNLOE CT
CARLTON PL
GREYWALLS CT
ST ANDREWS CT
MCGRATH CT

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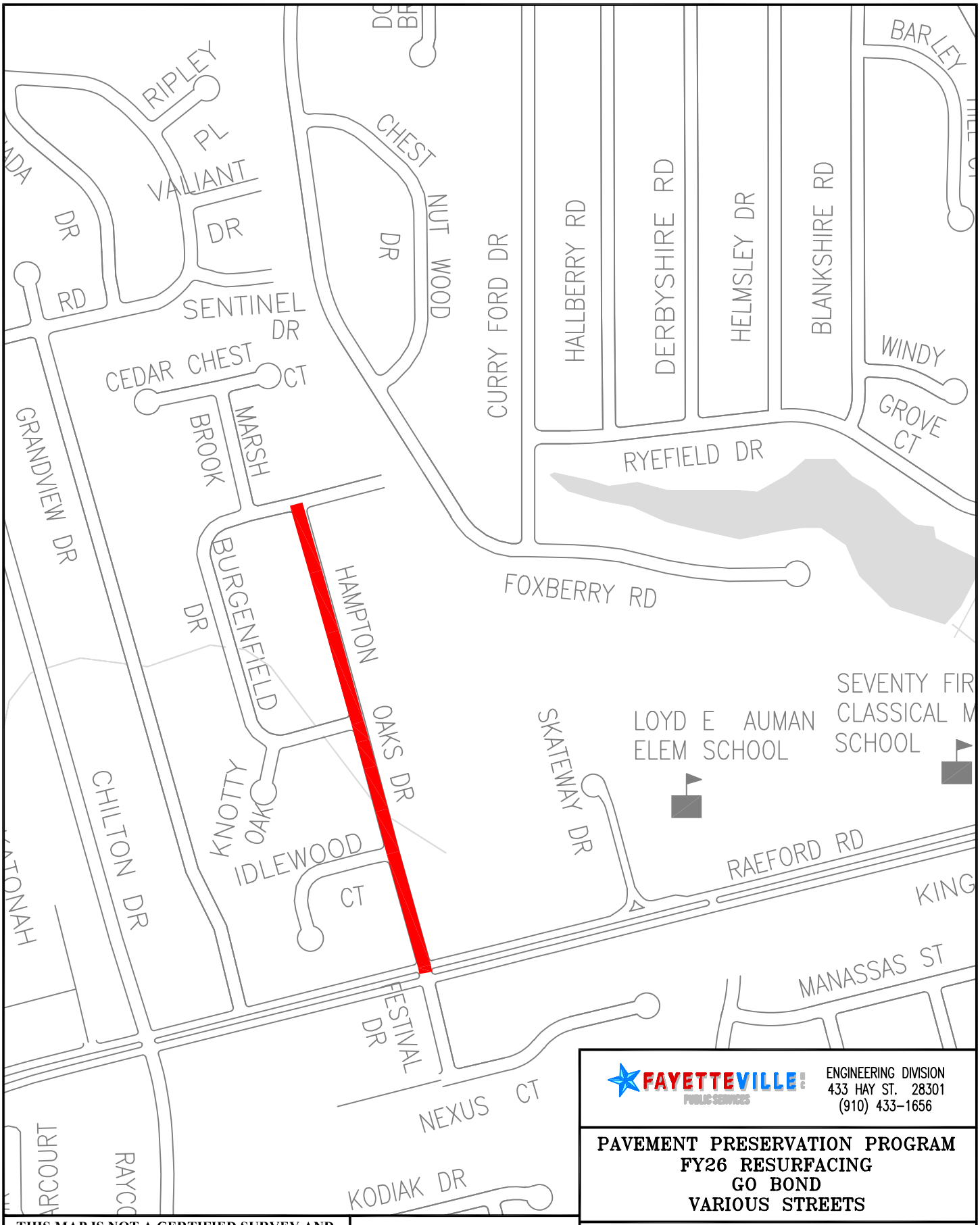

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HAMPTON OAKS DR

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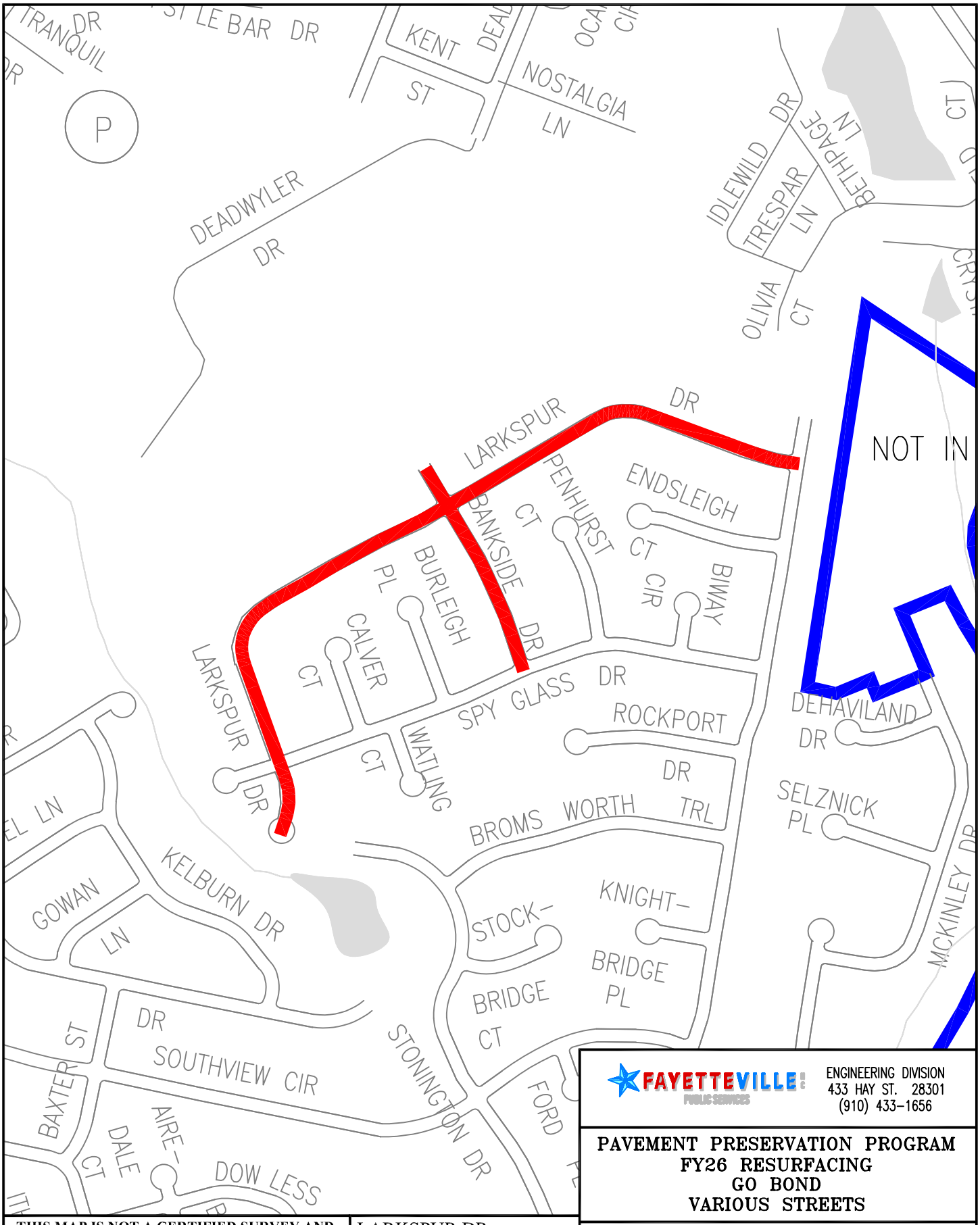

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LARKSPUR DR
BANKSIDE DR

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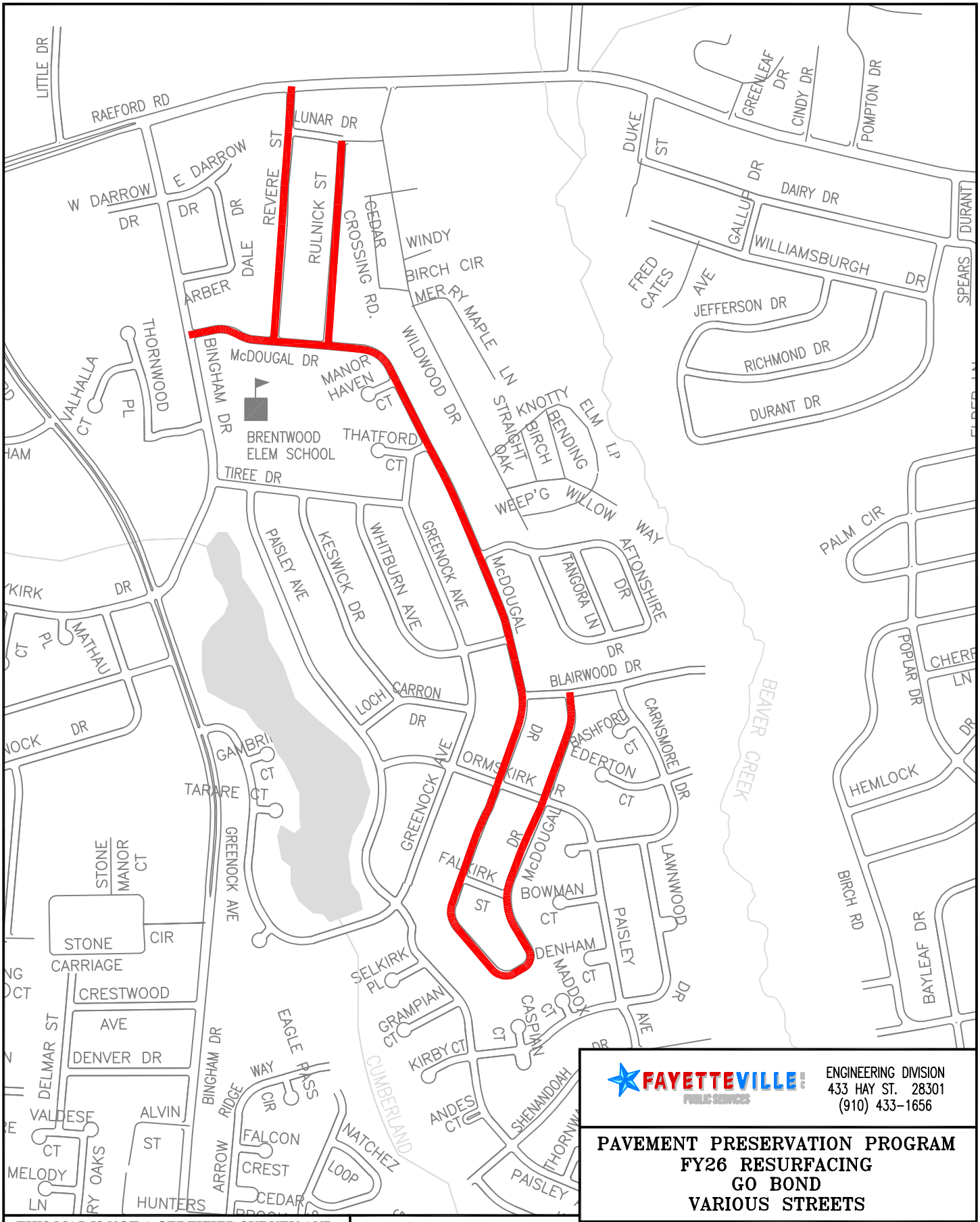

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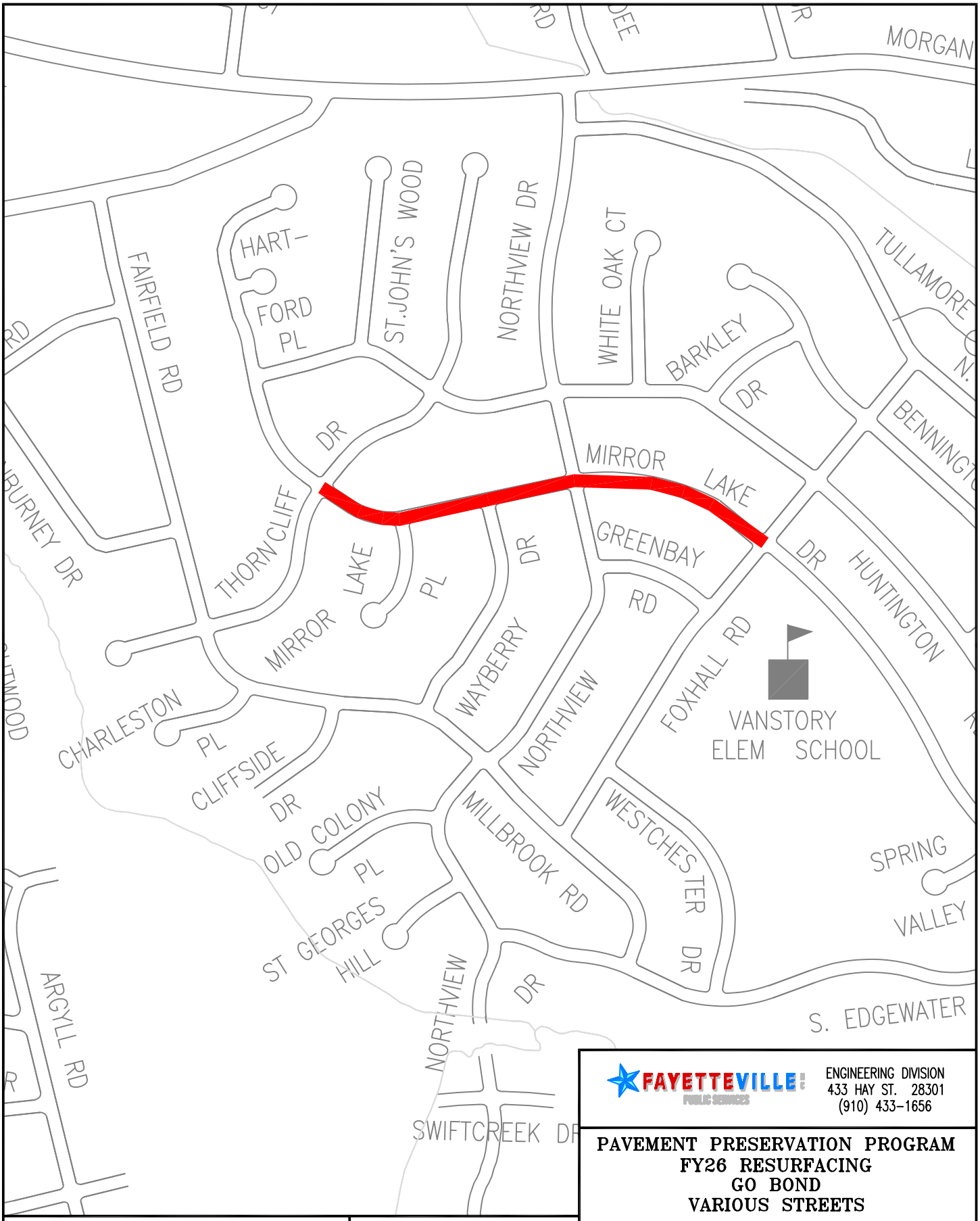
MCDOUGAL DR
RULNICK ST
REVERE ST

DATE 2/20/2025 DRAWN BY EDR
SCALE N.T.S. CK'D BY RSH



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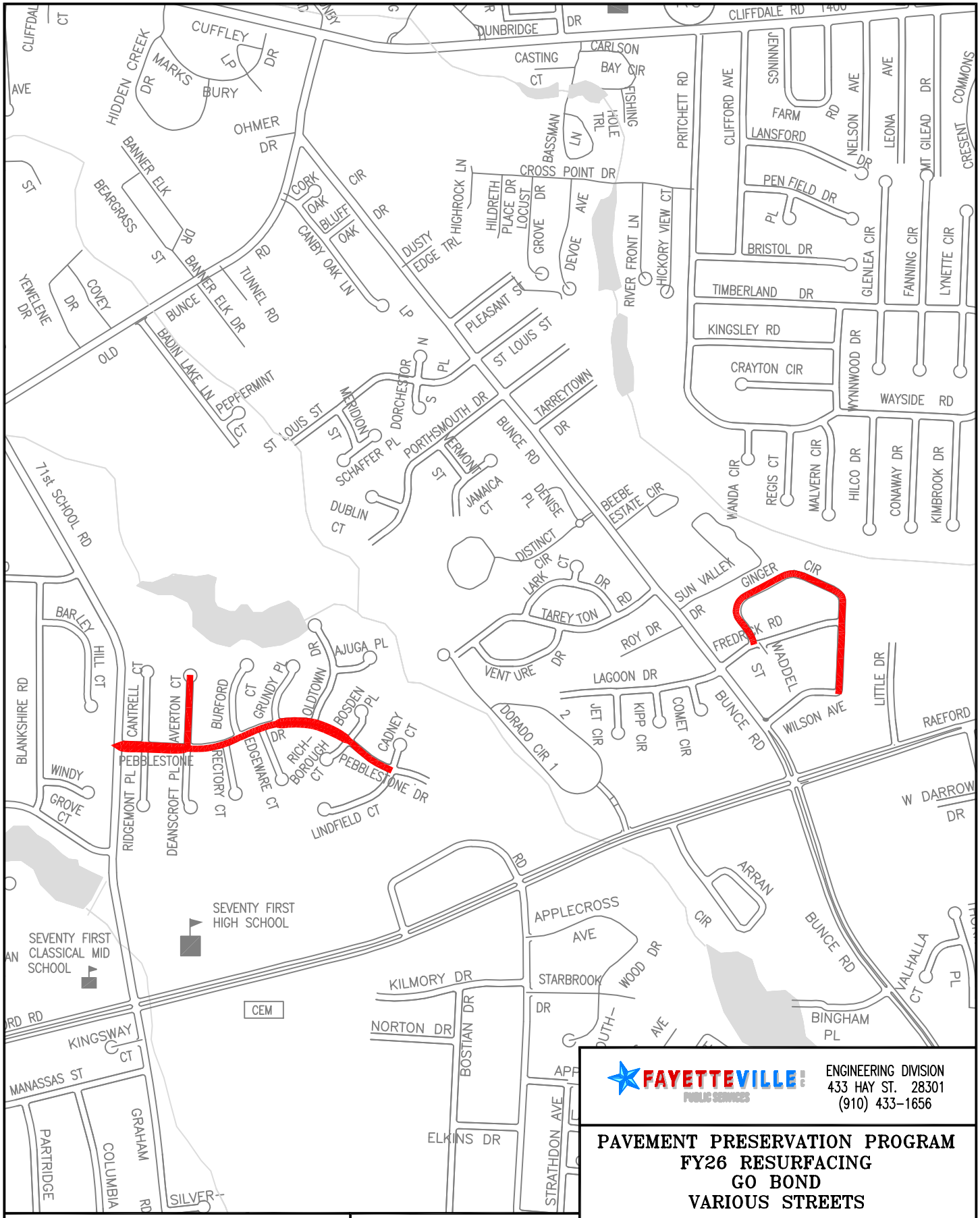
MIRROR LAKE DR



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PEBBLESTONE DR
AVERTON CT
GINGER CIR

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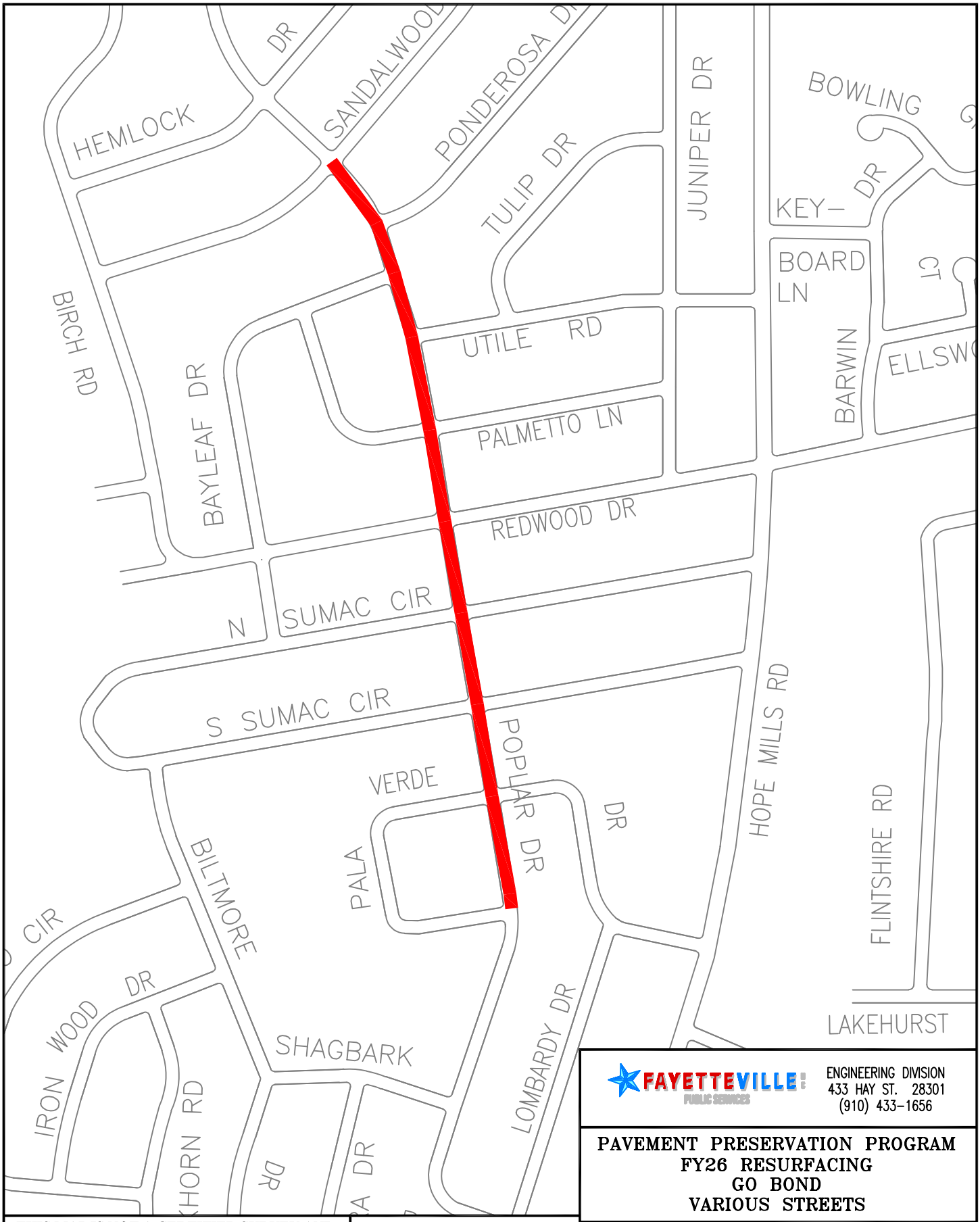

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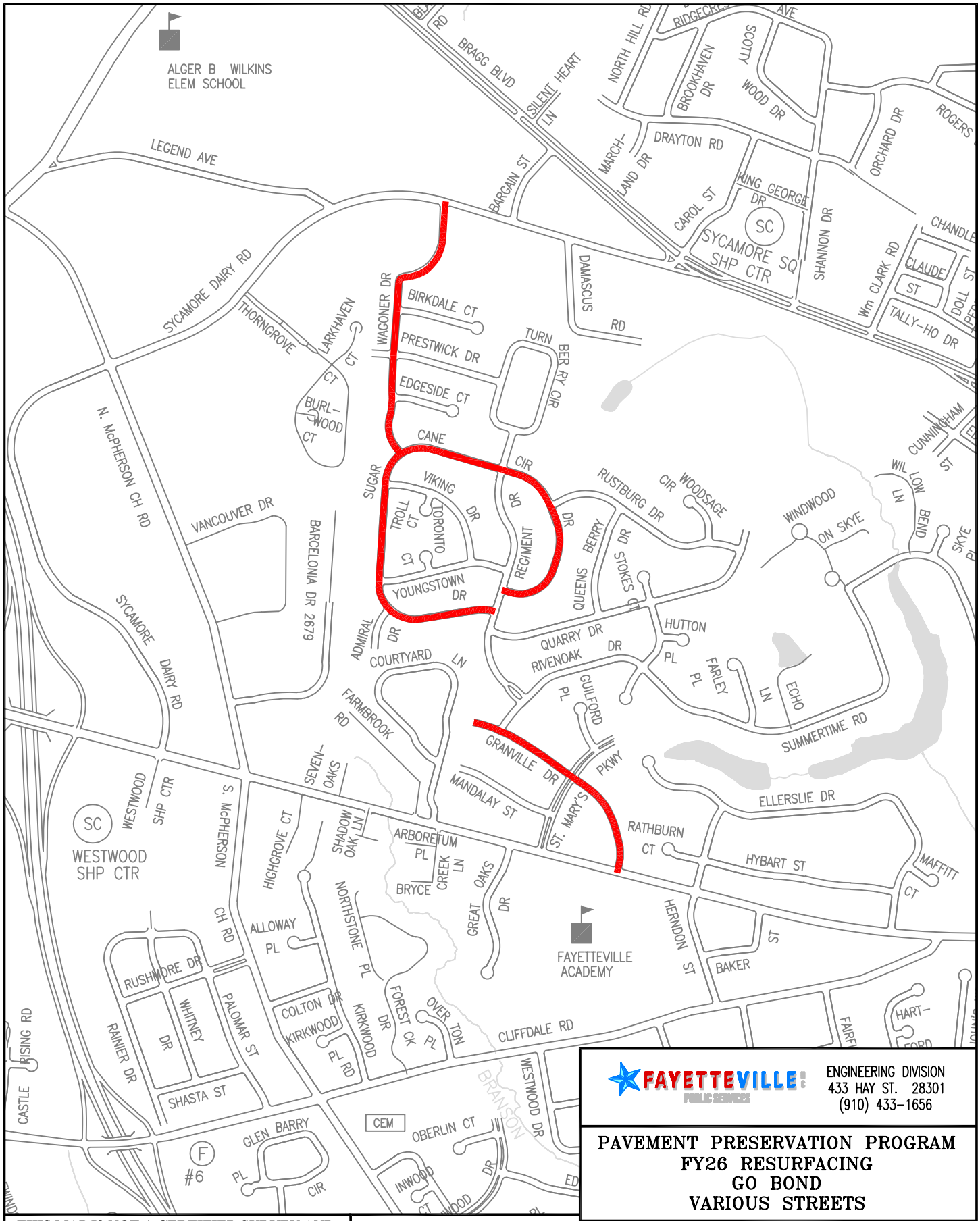
POPLAR DR



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WAGONER DR
SUGAR CANE CIR
GRANVILLE DR

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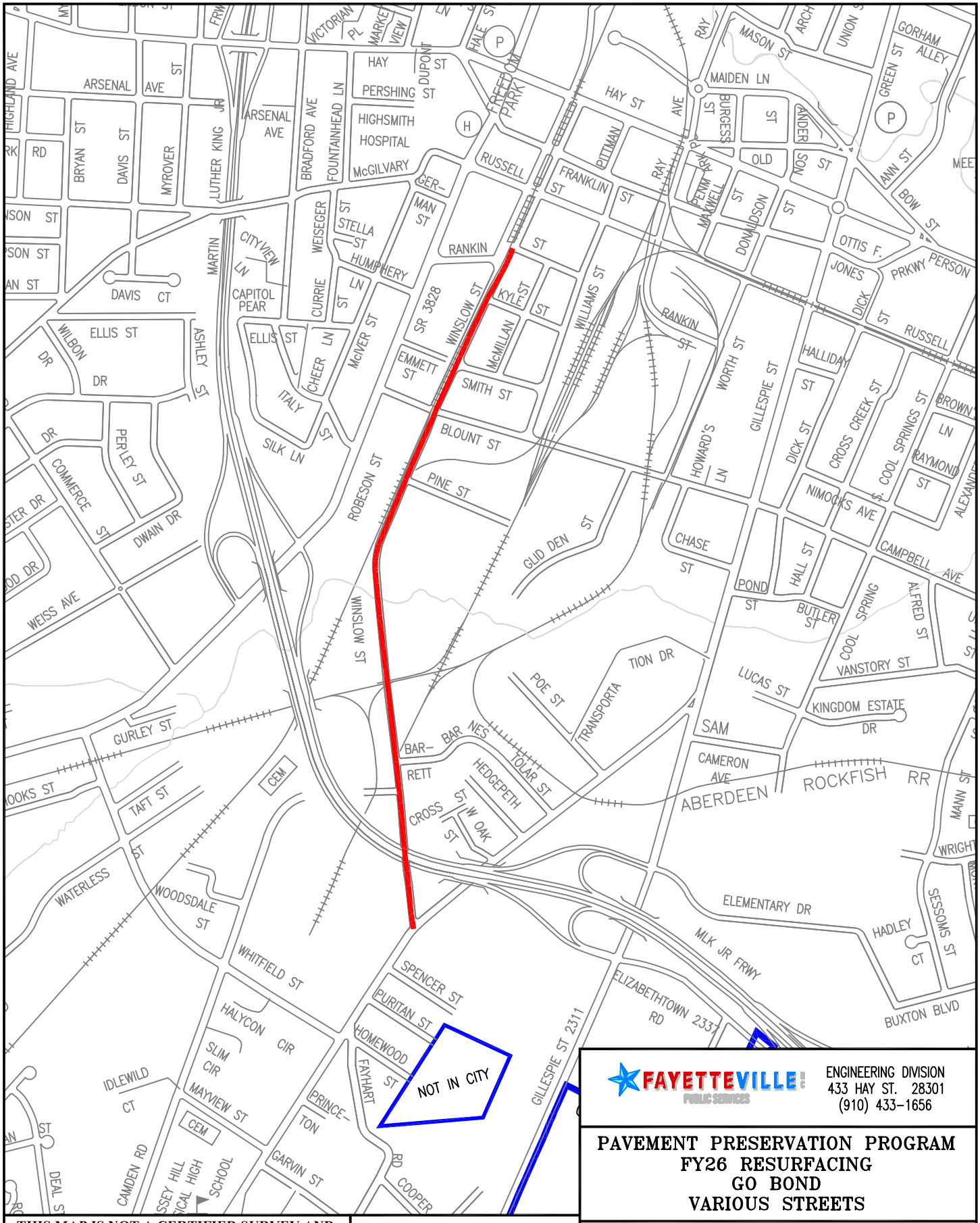

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WINSLOW ST

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City of Fayetteville

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

City Council Action Memo

File Number: 25-4756

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A17

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

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

FROM: **Roberto E. Bryan Jr., Chief of Police**

DATE: **August 11, 2025**

RE:

To Accept the Governor's Highway Safety Program Grant Award and Adopt the Special Revenue Fund Project

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Executive Summary:

The City of Fayetteville has been awarded a grant from the North Carolina Department of Transportation under the Governor's Highway Safety Program. Council is asked to adopt Special Revenue Fund Project Ordinance 2026-6 to appropriate these funds for personnel overtime costs for fiscal year 2025-2026.

Background:

The Fayetteville Police Department will utilize the $25,000 of grant funding to conduct high visibility enforcement on main highways and thoroughfares throughout the City. Additionally, patrols in neighborhoods and school zones will be increased to enhance enforcement of speed limits. The Fayetteville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month for this increased activity. Officers will work 4-6 hour shifts of directed traffic patrol, conducting focused enforcement.

The goal of this additional enforcement is to lower the number of motor vehicle fatalities across Cumberland County. This grant will fund the dedicated placement of officers on thoroughfares identified as having higher relative rates of excessive speeding and impaired drivers. Speed enforcement and impaired driver enforcement will be increased as a result of these efforts.

Issues/Analysis:

The grant performance period begins October 1, 2025, and ends September 30, 2026.

Budget Impact:
There is no impact on the General Fund fund balance.

Options:
1)Accept the Grant Award and Adopt Special Revenue Fund Project Ordinance 2026-6 to appropriate grant funding.

2)Do not accept the Grant Award and do not adopt Special Revenue Fund Project Ordinance 2026-6 and provide further guidance to staff.

Recommended Action:
Staff recommends that Council accept the grant award and adopt Special Revenue Fund Project Ordinance 2026-6 as presented.

Attachments:
Special Revenue Fund Project Ordinance 2026-6
Application Approval

CITY OF FAYETTEVILLE August 11, 2025

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2026-6

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 adopted:

Section 1. The project authorized is for the FY2025-2026 funding of the Governor's Highway Safety Program awarded by the N.C. Department of Transportation.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract 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:

FY2025 Governor's Highway Safety Program	$ 26,500

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

Project Expenditures	$ 26,500

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

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 August, 2025.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

June 26, 2025

Shakiesha Wilson
FAYETTEVILLE POLICE DEPARTMENT
467 HAY ST
FAYETTEVILLE NC 28301-5565

Application number: 1000025918
Ref : 2026 Application Approval

Dear Shakiesha Wilson,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2026, which begins October 1, 2025.

Your application is approved to proceed to the next stage of the funding process. Your next step is to review and sign the Agreement of Conditions. Some grantees will need to provide additional documentation. If that's the case, your Grants Specialist will provide you with those documents. These completed documents must be returned via email to your Grants Specialist.

Although your application has been conditionally approved, this does not ensure funding. Final approval of funds will not be made until your Agreement is finalized. You are not authorized to spend any grant funds until you receive final approval **and** the new federal fiscal year begins on October 1st.

Please contact your Grants Specialist should you have any questions or concerns about this process. The GHSP appreciates your dedication and contribution to highway safety and your continued partnership in keeping North Carolinians safe.

Sincerely,

Mark Ezzell
Director

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
GOVERNOR'S HIGHWAY SAFETY PROGRAM
1508 MAIL SERVICE CENTER
RALEIGH, NC 27699-1508

Telephone: (919) 814-3650

Website: www.ncdot.gov/programs/GHSP/

Location
750 NORTH GREENFIELD PARKWAY
GARNER, NC 27529

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
   - **(a) Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
     - **(i)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

(b) **Restriction on State Lobbying**. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. **Audits.**
   (a) **Audit Required.** Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
   (b) **Single Audit.** Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
   (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. **Instructions for Lower Tier Certification.**

   (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

   (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

   (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

   (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
   (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
      (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. **Reimbursement.**
   (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
   (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
   (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
   (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
   (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. **Reports Required.**
   (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
   (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. **Out-of-State Travel.**
    (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
    (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
    (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
    (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
    (a) **Certifications Required.**
        (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
        (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
        (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
    (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
    (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
    (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. **Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. **Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. **Continued Federal and State Funding.**
    (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. **Department Held Harmless.**
    (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
    (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
    (a) Cancel, terminate, or suspend this contract in whole or in part;
    (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
    (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
    (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. **Cancellation, Termination, or Suspension of Contract.**
    (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30, 2026.

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME: Shakiesha Wilson	TITLE: PD Grants Manager	ADDRESS: 467 Hay St. Fayetteville, NC 28301
SIGNATURE: Shakiesha Wils	DATE: 6/27/25	TELEPHONE NUMBER: 910-433-1423
AGENCY AUTHORIZING OFFICIAL		
NAME: Douglas Hewett	TITLE: City Manager	ADDRESS: 433 Hay St. Fayetteville, NC 28301
SIGNATURE	DATE	TELEPHONE NUMBER: 910-433-1990
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

North Carolina Governor's Highway Safety Program
Agreement of Conditions – *Addendum for FY2026 (10/1-2025 to 9/30/2026)*

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

AGENCY PROJECT DIRECTOR		
NAME Shakiesha Wilson	TITLE Grants Manager	ADDRESS 467 Hay St. Fayetteville, NC 28301
SIGNATURE Shakiesha Wils	DATE 7-8-25	TELEPHONE NUMBER 910-433-1423

AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

City of Fayetteville

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

City Council Action Memo

File Number: 25-4806

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A18

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

THRU: **Dr. Douglas J. Hewett, ICMA-CM, City Manager**
Jeffrey A. Yates, Assistant City Manager

FROM: **Tiffany Murray, Chief Financial Officer**
Kevin Dove, Fire Chief

DATE: **August 11, 2025**

RE:

To Approval the Contract for the Purchase of Fire Apparatus Replacement, Adoption of Capital Project Ordinance and the Issuance of Future Installment Financing as outlined in the Capital Improvement Plan.

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 1: The City of Fayetteville will be a safe and secure community.

Executive Summary:

The City has received a quote from Atlantic Coast Fire Trucks, LLC for the purchase of two (2) fire pumpers and one (1) heavy rescue in the amount of $3,975,522. Atlantic Coast Fire Trucks is a member of Sourcewell a national cooperative purchasing organization that helps government procure product and services cost effectively. The pricing represents a 5% discount. The replacement of these fire apparatus is included in the City Capital Improvement Plan and are essential to continuing to provide services to the community. Council is asked to approve the contract for purchase, adopt the capital project ordinance authorizing project, and the authorization of future installment financing to issue the debt financing and reimburse the City.

Background:

The Fire Department in conjunction with Fleet Management has an apparatus replacement schedule. FY2026 calls for the replacement of two (2) fire pumpers and one (1) heavy rescue. Historically, the city has prepaid for the purchase with delivery dates within twelve (12) months. The fire apparatus industry is now operating at two (2) to five (5) year delivery times causing the city to no longer prepay for the purchases. The Fire Department would like authority to order apparatus to remain consistent with the apparatus replacement plan ensuring safe and functional emergency vehicles. The expected delivery for the new apparatus is expected to be twenty-four (24) to twenty-seven (27) months. Prepayment of apparatus was chosen for a reduction in the cost of the apparatus. With the long lead times, this is no longer a feasible option or fiscally responsible.

Issues/Analysis:
None

Budget Impact:
There is no impact to the General Fund fund balance.

Options:
1. Approve the request and adopt Capital Project Ordinance 2026-30.
2. Do not approve the request or adopt Capital Project Ordinance 2026-30.

Recommended Action:
Staff recommends that Council approve the request and adopt Capital Project Ordinance 2026-30 as presented.,

Attachments:
Capital Project Ordinance 2026-30
Purchase Contracts

CITY OF FAYETTEVILLE August 11, 2025

CAPITAL PROJECT ORDINANCE

ORD 2026-30

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

Section 1. The authorized project is for the fiscal year 2027 fire apparatus replacements.

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

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

Future Installment Financing	$ 6,500,000

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

Project Expenditures	$ 6,500,000

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the 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 August, 2025.

SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

PROPOSAL FOR MANUFACTURE AND SALE OF EMERGENCY VEHICLE

Buyer: Fayetteville Fire Department
632 Langdon St
Fayetteville, NC 28301

Date: 7/7/2025

SUPER VACUUM MANUFACTURING CO, INC. ("SVI"), a Colorado corporation hereby propose and agree to manufacture and furnish to Buyer the following vehicle and equipment (the "Equipment") subject to Buyer's acceptance of this Proposal.

PROPOSED EQUIPMENT: One (1) SVI 26' Walk Through Rescue Mounted on Spartan Gladiator, Flat MFD, Cummins X10 450 HP, Allison 3000 EVS Transmisssion, per attached specifications.

Proposal Price: $1,743,350

1. **Specifications**: The Equipment will be manufactured or modified in accordance with the SVI specifications, clarifications, and exceptions attached, and in compliance with current National Fire Protection Association (NFPA) 1901 Guidelines (together, the "Specifications"), which are hereby incorporated by reference. The Specifications shall be the exclusive description of the Equipment, and the Specifications will prevail in the event of any conflict over any other description of the Equipment.

2. **Warranty:** The Equipment is sold subject to the standard SVI Limited Warranty as set forth in the SVI Limited Warranty Statement. Any product warranty rights provided by the manufacturer(s) of the incorporated cab/chassis or other components will be assigned or otherwise transferred to Buyer to the extent possible. Buyer acknowledges and agrees that any defects or deviations from the Specifications that may be discovered after Delivery shall be subject to correction under the terms of the SVI Limited Warranty.

3. **Pricing:** The Proposal Price above is valid for **25** calendar days from the date of this Proposal. The above Proposal Price does not include any state, federal or local taxes. Buyer will be solely responsible for payment of any taxes arising from the purchase and sale of the vehicle (other than those measured by or assessed upon SVI's or Dealer's net income).

   a. Any increased cost incurred by SVI beyond our control due to changes, additions, or Federal Mandates to DOT, FMVSS / CMVSS, EPA, NFPA standards or supplier surcharges will be passed along to Customer as an addition to the Purchase Price.

4. **Payment Terms**: Final payment for the Equipment is due and payable in full upon Delivery as described below. In the event of a failure to make payment in full upon Delivery, then a daily finance and storage fee as set forth in the SVI General Terms and Conditions of Sale will apply. Upon Delivery of the Equipment, all risk of loss shall pass to Buyer. Buyer agrees to provide adequate liability and physical damage insurance and to provide evidence of such coverage to SVI upon request. The Manufacturer's Statement of Origin (MSO) for the Equipment shall be provided to Buyer only upon receipt of payment of all amounts due SVI in connection with or arising out of the purchase and sale of the Equipment.

5. **Delivery:**

   a. Delivery will be made Ex Works (Incoterms 2020) at the SVI manufacturing facility in Fort Collins, Colorado.

   b. The estimated delivery time is **700** calendar days after receipt and approval of contract or purchase order, properly executed. (cab/chassis must be received within ONE HUNDRED EIGHTY (180) days or delivery may be delayed), and subject to the force majeure provisions of SVI's General Terms and Conditions of Sale.

   SUPER VACUUM MANUFACTURING CO, INC. shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, pandemics, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

   This delivery estimate is based on the SVI receiving complete and accurate information and paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Any changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

6. **Cancellation:** If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

AGREED TO AND ACCEPTED BY:

Buyer: Fayetteville Fire Department
632 Langdon St
Fayetteville, NC 28301

By (Printed) _____

Signature: _____

Title: _____

Date: _____

atlantic coast FIRETRUCKS

28 Pine Valley Pkwy. Smithfield, NC 27577

SALES CONTRACT

THIS CONTRACT ("Contract") is made by and between Atlantic Coast Fire Trucks, LLC ("ACFT"), and the City of Fayetteville, North Carolina ("Customer") for the purchase of Two (2) Spartan Custom Engines and One (1) Spartan Walk-In Heavy Rescue utilizing the Sourcewell purchasing consortium member ID #17208**.** This Contract will not become binding by ACFT until it is executed by an authorized person(s) on behalf of ACFT and the Customer, and the effective date of the Contract ("Effective Date") will be the date that the ACFT authorized person executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, the manufacturer shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by the manufacturer because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from the factory, within **24-27 months** of preconstruction meeting and customer approved preconstruction change orders. This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed change order to the factory. All days exceeding 10 days after the pre-construction conclusion with priced change order ready for approval will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time the manufacturer requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay. It is understood by the Customer that change orders can affect contract price and delivery time.

(4) A competent ACFT service representative shall, upon request, be provided to demonstrate and provide instructions in the handling and operation of Apparatus or Equipment described herein.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay ACFT the sum of Three million nine hundred seventy five thousand five hundred and twenty-two dollars ($3,975,522.00) ("Purchase Price")' or (b) Customer reserves the right to receive a $ **n/a** discount if a $ **n/a** prepayment is made within 25 days of contract signing. ***Pricing valid until August 15 2025*****.** Net payment is due upon receipt of invoice or delivery to Customer, unless otherwise specified herein. Dealer-supplied or dealer-installed items that delay payment will be invoiced separately. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, ACFT reserves the right to charge a rental fee of Three Hundred Fifty Dollars ($350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly or will be added to the Purchase Price. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to ACFT and hold ACFT harmless from any such tax, interest or penalty which may at any time be assessed against ACFT.

All payments must be made to Atlantic Coast Fire Trucks, LLC. Any representation that payment is to be to any other party is unauthorized.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of the Customer, completion of any discrepancy list, and shipment of Apparatus and Equipment from the factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan has received full payment of the Purchase Price and taxes.

(7) ACFT shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by ACFT, including but not limited to personal injury, death, property damage, lost

profits, or other economic injury. ACFT shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8) Customer shall indemnify ACFT against, and hold ACFT, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including

attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from ACFT's breach of its obligations under this Contract.

(9) ACFT warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. OTHER MANUFACTUER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) ACFT shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, public health emergencies, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of ACFT until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, ACFT may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date ACFT takes possession.

(12) This Contract will only be binding on ACFT after it is signed and approved by an authorized person of ACFT. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

Submitted to Customer By: Lance E Dill on July 29, 2025.
ACFT *Sales Representative – Print Name* *Date*

Lance Dill

ACFT *Sales Representative Signature*

Atlantic Coast Fire Trucks, LLC

By: _____
Atlantic Coast Fire Trucks, LLC Authorized Signature

_____
Print Name

_____
Date

Customer: _____

By: _____
Customer Signature

_____
Print Name

By: _____
Customer Signature

_____
Print Name

_____
Date

EMERGENCY RESPONSE

Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE

SPARTANER.COM

Vendor Contract #113021-RVG-4

July 29, 2025

City of Fayetteville
Member ID # 17208
433 Hay Street
Fayetteville, NC 28301

We are pleased to offer to you a Two (2) Spartan Pumper and One (1) Spartan Walk-In Heavy Rescue through the Sourcewell® Contract, based on the provided specifications and drawings.

MSRP	$ 3,975,522.00
Sourcewell Discount	$ 209,329.00
Discount Percentage	%5
Total Contract Price	$ 3,975,522.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4807

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A19

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

THRU: **Lachelle H. Pulliam, City Attorney**

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

DATE: **August 11, 2025**

RE:

Adopt Resolution Calling for Public Hearing Regarding the Permanent Closing of Lowe Street

COUNCIL DISTRICT(S):

9

Relationship To Strategic Plan:

Desirable Place to Live, Work and Recreate

Executive Summary:

NCGS §160A-299 gives authority and procedures for the City to permanently close a city street or alley. The City of Fayetteville has received a petition from Helen R. Sykes to permanently close Lowe Street which has never been constructed or opened. The street to be closed was dedicated on a plat dated July 11, 1960, entitled “Property of Charles Rodgers Owen & wife, Hazel Smith Owen”. Permanently closing the street will not deny access to any property owners. The Council must adopt a resolution declaring its intent to close the street and call a public hearing on the question. Staff proposes to set the public hearing for September 22, 2025, in accordance with statutory requirements. A resolution and map of the proposed closing are attached for reference.

Background:

- The City of Fayetteville has received a petition to permanently close Lowe Street.
- NCGS §160A-299 gives authority and procedures required for the City to permanently close a city street or alley.
- This closing will not landlock abutting property owners.
- A map of the proposed closing is attached for reference.

Issues/Analysis:

- No access will be denied to anyone as a result of the proposed closing.
- Closing the street will allow the surrounding property owner to further develop the

property.

Budget Impact:
There is no significant impact to the budget as a result of the proposed closing.

Options:

- Adopt the Resolution calling for a public hearing.
- Deny the request.

Recommended Action:
Staff recommends adopting the Resolution declaring Council's intent to permanently close Lowe Street and calling a public hearing for September 22, 2025.

Attachments:
Petition
Recorded Plat
Map
Resolution

NORTH CAROLINA

PETITION

CUMBERLAND COUNTY

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

1. That under the plat dated January, 1960 and being recorded in Plat Book 23, Page 55, in the office of the Register of Deeds for Cumberland County, there were dedicated certain lands to be used as a public street, said street is now known as Lowe Street.

2. That the petitioner is owner of a portion of the property adjoining said street and is desirous of closing a portion of the street as a public street, pursuant to North Carolina General Statute 160A-299.

3. That a portion of said street, although dedicated by the heretofore mentioned plat, is not now used as a street; that your petitioner believes it would be in the best interests of all parties that said street portion be closed as a public street and that your petitioner believes that the closing of said street portion would not deprive anyone of reasonable means of ingress and egress to his or her property and that the closing of said street portion will not do any harm to person known to your petitioner.

WHEREFORE, your petitioner respectfully petitions the City Council of the City of Fayetteville as follows:

(1) That Lowe Street as shown on plat recorded in Plat Book 23, Page 55 be closed pursuant to the authority of North Carolina General Statute, 160A-299.

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

Filed this 24 day of July, 2025.

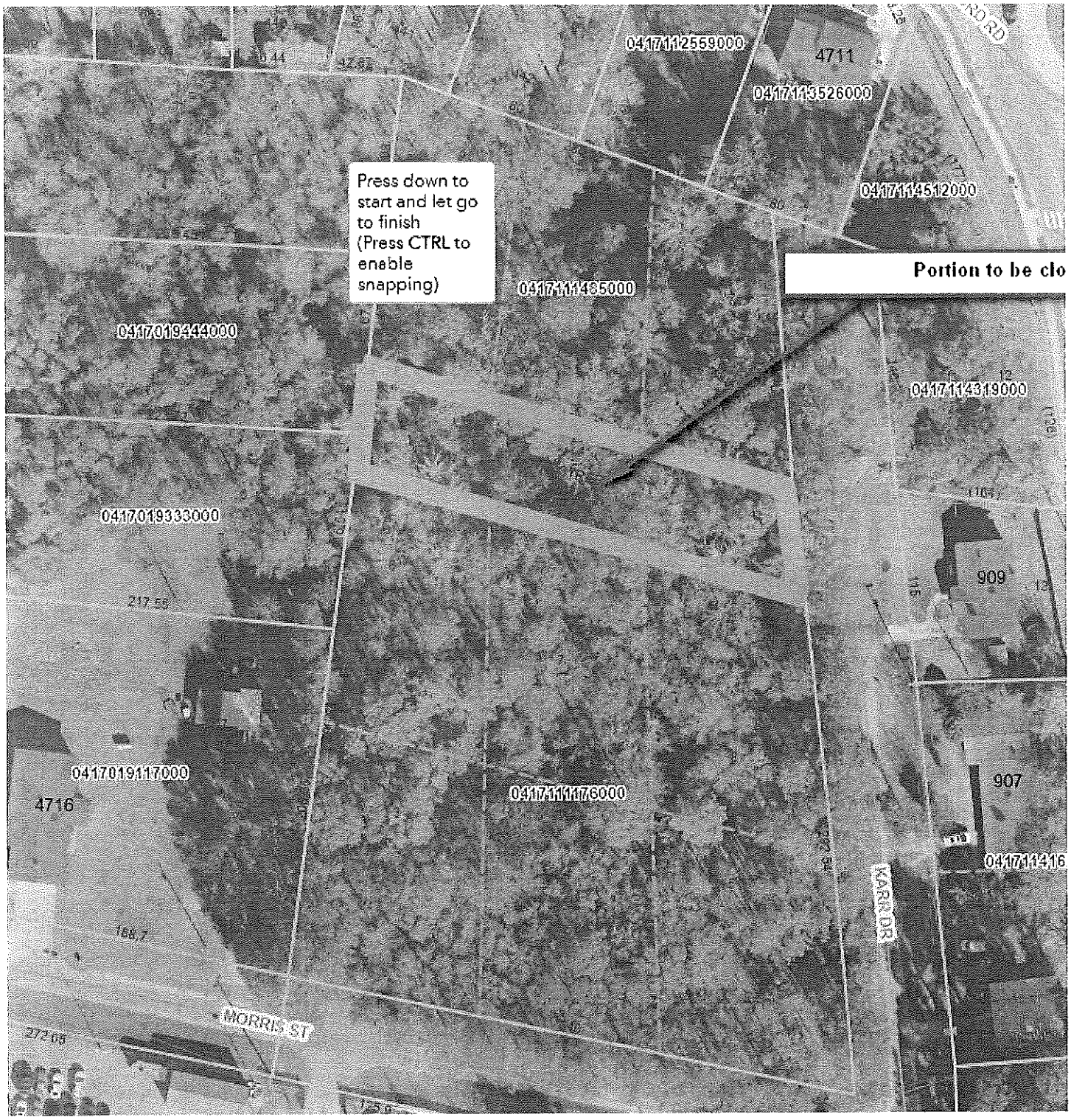
SIGNATURE OF PETITIONERS:

Helen R. Sykes

Helen R. Sykes

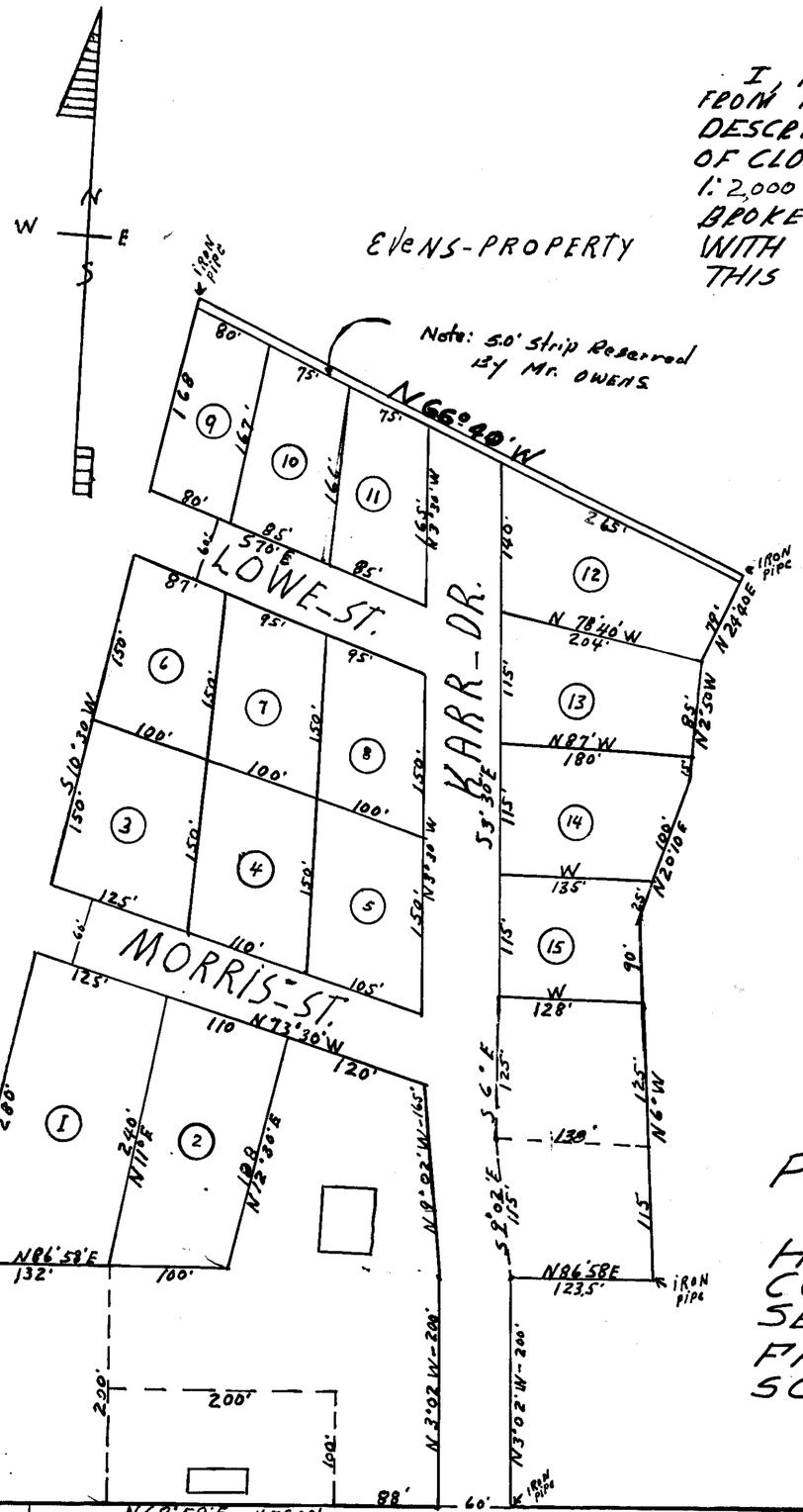
By David C. Sykes her attorney in fact

By David C. Sykes, her attorney in fact
(See Power of Attorney recorded in Book 12231, Page 207, Cumberland County Registry)



FAYETTEVILLE NC
AMERICA'S CAN DO CITY

Kecia N. Parker, NCCP
Real Estate Manager
City Attorney's Office
339 Alexander Street | Fayetteville, NC 28301



I, HOMER C. TAYLOR CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY JOHN Q. RAYBORN (DEED DESCRIPTION RECORDED IN BOOK NO. 756, PAGE NO. 138) THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES & DEPARTURES IS 1:2,000 : THAT BOUNDRIES NOT SURVEYED ARE SHOWN AS BROKEN LINES : THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND & SEAL THIS 11TH DAY OF JULY A.D. 1960

CHECKED BY: Homer C. Taylor
REGISTERED SURVEYOR

SURVEYED BY John Q. Rayborn
SURVEYOR

State of North Carolina,
County of Cumberland.
I, Mary J. Bryant Deputy Clerk of Superior Court, do hereby certify that John Q. Rayborn personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the instrument with the certificate be registered. This 12 day July 1960.

Mary J. Bryant
Clerk of Superior Court.
Deputy

OWEN PROPEETY

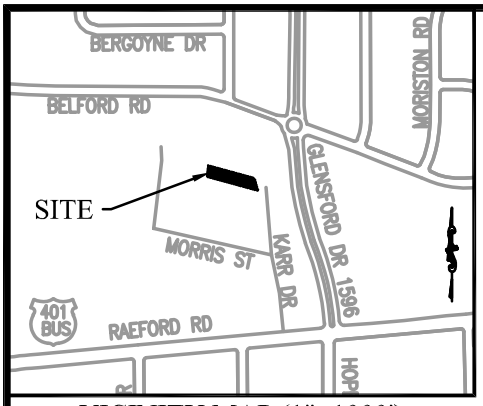
Presented for registration on the 12 day of July 1960 at 4:30 o'clock P M., and registered in the office of the Register of Deeds of Cumberland County, N. C. this 12 day of July 1960 at 4:30 o'clock P M., in Book 23 No. of Maps on page 55, &c.

Jno Johnson
Register of Deeds.

PROPERTY OF CHARLES RODGERS OWEN & WIFE
HAZEL SMITH OWEN
COUNTY OF CUMBERLAND
SEVENTY-FIRST TOWNSHIP
FAYETTEVILLE, N.C. - SURVEYED: JAN. 1960
SCALE: 1" = 100'

SURVEYOR: JOHN Q. RAYBORN

23-55



VICINITY MAP (1"=1000')

0 50 100

1 INCH = 50 FT

NC GRID NAD 83 (2011)

0417-01-9333

0417-01-9444

N5° 51' 37"E
60.00'

CP

CP

0417-11-1176
SYKES, HELEN ROSE H.
DB: 9084, PG: 602
PB: 23, PG: 55

N74° 38' 23"W
277.00'

LOWE ST
UNOPENED / NOT CONSTRUCTED STREET

250.00'
S74° 38' 23"E

0417-11-1485
SYKES, HELEN ROSE H.
DB: 9084, PG: 602
PB: 23, PG: 55

R/W

R/W

R/W

69.74'
S16° 35' 15"E

CP

CP

KARR DR
PRIVATE R/W VARIES

REFERENCES:
DEED BOOK 9084 PAGE 602
DEED BOOK 4369 PAGE 267
PLAT BOOK 68 PAGE 50
PLAT BOOK 23 PAGE 55

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

FAYETTEVILLE
AMERICA'S CAN DO CITY

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

PROPOSED STREET CLOSURE
LOWE STREET
±15,593.18 SQUARE FOOT
±0.36 ACRES
SEVENTY-FIRST TWP CUMBERLAND COUNTY
FAYETTEVILLE NORTH CAROLINA

SHEET 1 OF 1

ANNEXATION DATE: _____

EFFECTIVE DATE: _____

DATE 7/28/2025 DRAWN BY RSH

SCALE 1" = 50' CK'D BY KNP

Resolution No. R2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF LOWE STREET

WHEREAS, the City of Fayetteville has received a request to permanently close Lowe Street. Said portion is described more particularly as follows:

Beginning at the northeast corner of Lot 8 as shown on plat entitled "Property of Charles Rodgers Owen & wife, Hazel Smith Owen" recorded in Plat Book 23, Page 55 of the Cumberland County Registry, said corner also being on the western right of way margin of Karr Drive and continuing thence North 74 degrees 38 minutes 23 seconds West 277..00 feet to a computed point, thence North 05 degrees 51 minutes 37 seconds East 60.00 feet to a computed point, thence South 74 degrees 38 minutes 23 seconds East 250.00 feet to a computed point in the western right of way margin of Karr Drive and continuing thence along said right of way South 16 degrees 35 minutes 15 seconds East 69.74 feet to the BEGINNING, and containing approximately 15,593.18 square feet more or less.

AND WHEREAS the above-described property is located within the corporate limits of the City of Fayetteville and the Council intends to approve said request.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council calls a public hearing on the question of the proposed closing to be held during the regular meeting of the Fayetteville City Council in Council Chambers at 433 Hay Street, 6:30 PM, September 22, 2025. Persons wishing to be heard regarding this issue shall sign up with the City Clerk, by name and home address, before 5:00 PM on the date of the scheduled public hearing pursuant to City Council Policy 120.02.

The City Manager or his designee is directed to advertise this notice as prescribed in N.C.G.S. §160A-299 on August 28th, September 4th, 11th, and 18th of 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 11th day of August, 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER L. AYRE, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 25-4811

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A20

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

THRU: **Lachelle H. Pulliam, City Attorney**

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

DATE: **August 11, 2025**

RE:

Adopt Resolution of the City of Fayetteville City Council Authorizing the City Manager to Acquire a 1.38 Acre Parcel of Real Property Located at 1013 Person Street for the Cape Fear River Park

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

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

Executive Summary:

Fayetteville-Cumberland Parks & Recreation has identified the need to purchase the property located at 1013 Person Street for the Cape Fear River Park parking lot. The parcel was identified as part of the $35 million bond referendum passed in 2016. The Parks and Recreation General Obligation Bond will be utilized to cover total costs of $146,087.00 for the purchase.

On April 28, 2025, staff presented to the City Council a briefing on the due diligence activities required prior to acquiring the proposed relocation site. These activities have now been completed and include:

- Property appraisal and review appraisal, confirming market value;
- Environmental site assessment, with no concerns raised for the proposed use of the lot; and,
- Title search, confirming clear ownership.

All findings support the City's interest in proceeding with property acquisition.

The proposed site is owned by Christ Gospel Church of Fayetteville, NC, now known as One Church Covenant Fellowship and the City has negotiated an Option to Purchase Agreement in the amount of $145,000.00.

To proceed with the acquisition, Council is asked to adopt the attached Resolution

authorizing the City Manager to execute all necessary documents to finalize the purchase of the property.

Background:

Fayetteville-Cumberland Parks & Recreation has identified a 1.38-acre parcel located at 1013 Person Street as the proposed parking lot for the Cape Fear River Park.

In March 2016, Fayetteville voters passed a $35 million bond referendum for parks and recreation. The Cape Fear River Park, which is located on approximately 13 acres off Person Street, is currently being designed. On December 2, 2024, City staff updated City Council on the progress of the project. On April 28, 2025, City staff briefed City Council about the site and outlined the due diligence process. The Council's consensus was that purchasing the site is a fiscally responsible investment aligned with both current and long-term operational needs.

As part of the acquisition process, staff completed the following:

- Title Search - Confirmed a clear title to the property;
- Appraisal & Review Appraisal - Validated the purchase price against market value; and,
- Phase I Environmental Site Assessment - Found no environmental concerns if the parcel is utilized for the proposed parking lot.

Following these evaluations, staff negotiated an Option to Purchase Agreement for $145,000.00, which includes a $1,500.00 deposit in earnest money.

This purchase aligns with the City of Fayetteville Goal 4, objective 4.4 to provide a clean and beautiful community with increased green spaces.

Issues/Analysis:

Property Acquisition Cost Breakdown - Cape Fear River Park Parking Lot

- Purchase Price (as negotiated): $145,000.00
    - Includes $1,500.00 already paid as earnest money deposit
- Additional Costs: $1,087.00
    - Property Taxes: $700.00
    - Title Insurance: $361.00
    - Recording Fees: $26.00

Budget Impact:

The purchase will be funded from the Parks and Recreation General Obligation Bond.

Options:

- Adopt a resolution authorizing the City Manager to execute all related documents necessary to acquire the parcel.
- Deny the request.

Recommended Action:

Staff recommends that the City Council proceed with acquisition and adopt a resolution authorizing the City Manager to execute all related documents necessary to acquire the parcel.

Attachments:

1.38 Acre Map for 1013 Person Street
Resolution for Purchase of Cape Fear River Park Parking Lot

1013 Person Street
0447-12-8394
1.38 Acre Parking Lot
$145,000.00
0447124695000
125
0447129636000
128
0447127652000
0447129529000
0447222611000
0447124589000
121
0447124574000
0447129513000
117
0447124479000
0447127448000
0447129416000
N BROAD ST
N WATER ST
0447124493000
0447221481000
0447123398000
913
915
28
0447128394000
27
0447126350000
26
0447221247000
PERSON ST
Cape Fear River
0447126156000
1002
918
0447127182000
1006
0447128191000
0447220131000
S BROAD ST
0447118902000
0447211922000
0447220034000
0447126041000
105

Resolution No. R2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO ACQUIRE 1.38 ACRES OF REAL PROPERTY LOCATED AT 1013 PERSON STREET FOR THE CAPE FEAR RIVER PARK

WHEREAS, the City of Fayetteville, NC, is a municipal corporation existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina; and

WHEREAS, North Carolina General Statute § 160A-11 authorizes the City to acquire and hold any property, real and personal, devised, bequeathed, sold, or in any manner conveyed, dedicated to, or otherwise acquired; and

WHEREAS, the purchase of the property identified below is consistent with the strategic planning goal of a desirable place to live, work, & recreate; and

WHEREAS, the City of Fayetteville is committed to providing adequate green spaces and parks within the City; and

WHEREAS, the acquisition of the property is consistent with the City's development plans;

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council grants the City Manager or his designee the authority to acquire the property described below:

Being all of Cumberland County Tax Parcel ID number 0447-12-8394 known as 1013 Person Street consisting of that 1.38-acre tract described as follows:

Beginning at an iron pipe at the intersection of the western margin of Water Street and the northern margin of Person Street and running thence with the northern margin of Person Street North 76 degrees 47 minutes 00 seconds West 276.46 feet to an iron pipe being the southeast corner of a tract recorded in Deed Book 2401, Page 605 of the Cumberland County Registry, and running thence North 12 degrees 30 minutes 01 seconds East 84.46 feet to an iron pipe, the northeast corner of said lot thence with the northern line of said lot North 77 degrees 57 minutes 15 seconds West 62.80 feet to an iron pipe the northwest corner of said lot and being on the eastern margin of Broad Street; thence with the margin of said Broad Street North 13 degrees 10 minutes 13 seconds East 114.58 feet to an iron pipe; thence South 78 degrees 23 minutes 21 seconds East 183.50 feet to an iron pipe; thence South 77 degrees 46 minutes 23 seconds East 160.71 feet to an iron pipe on the western margin of Water Street; thence with said margin South 14 degrees 15 minutes 00 seconds West 205.70 feet to the point of beginning and containing 1.47 acres.

Excepted from this conveyance is property conveyed to NCDOT in Book 5850, Page 53, Cumberland County Registry, North Carolina.

IN WITNESS WHEREOF, the City of Fayetteville has caused this instrument to be signed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereto affixed, all by order of its City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 11th day of August 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL) By: _____
MITCH COLVIN, Mayor

ATTEST: Date: _____

_____
JENNIFER L. AYRE
City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 25-4828

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A21

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Adopt Resolution of the City of Fayetteville, North Carolina to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

The Fayetteville Public Works Commission has approved a resolution to accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987 and requests the City Council to adopt a similar resolution accepting the Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987.

Background:

The Fayetteville Public Works Commission, during their June 25, 2025, meeting, adopted the attached PWC Resolution - PWC2025.22 and requests the City Council to adopt a similar resolution at its August 11, 2025, meeting.

In May 2025, the North Carolina Department of Environmental Quality (DEQ) offered PWC an amendment to increase the State Loan for the Big Rockfish Sanitary Sewer Outfall Lift Station Elimination Project by $11,695,071 for a total loan value of $18,380,176 to the terms of 20 years, 0% interest and 2% closing fee. To accept the loan offer, PWC and the City of Fayetteville (City) must adopt a resolution accepting the loan in the form provided by DEQ.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council adopt the Resolution of the City of Fayetteville, North Carolina, to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987 at its August 11, 2025, City Council session.

Attachments:
PWC Resolution PWC2025.22 - Resolution to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987; City Resolution - Resolution to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987; Exhibit A

Resolution No. PWC2025.22

RESOLUTION OF THE FAYETTEVILLE PUBLIC WORKS COMMISSION TO ACCEPT AN AMENDED STATE LOAN OFFER UNDER THE NORTH CAROLINA WATER REVOLVING LOAN AND GRANT ACT OF 1987

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, water supply systems, and water conservation projects; and

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) has amended and increased the previous State Revolving Loan offer of $6,685,105 by $11,695,071 to a total of $18,380,176 for the construction of the Big Rockfish Sanitary Sewer Outfall Lift Station Elimination project (Exhibit A); and

WHEREAS, the Fayetteville Public Works Commission (hereinafter, the "COMMISSION") intends to construct said project in accordance with the approved plans and specifications; and

WHEREAS, the loan terms for Big Rockfish Sanitary Sewer Outfall Lift Station Elimination are 20 years, 0% interest and 2% closing fee.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION THAT:

1. The COMMISSION does hereby accept the amended State Revolving Loan offer of $18,380,176 as presented in Exhibit A, contingent upon approval of the same by the City Council of the City of Fayetteville pursuant to Charter Section 6A.19.

2. The COMMISSION does hereby give assurance to NCDEQ that all items specified in the loan offer, Section II – Assurances will be adhered to.

3. Timothy L. Bryant, CEO/General Manager of the COMMISSION, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; to execute the promissory note; and to execute such other documents as may be required in connection with the application.

4. The COMMISSION has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

5. The COMMISSION requests that the City Council of the City of Fayetteville approve this loan pursuant to Charter Section 6A.19 by adopting a Resolution in the form attached hereto.

Adopted this 25th day of June, 2025.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Christopher G Davis
Christopher G Davis (Jul 2, 2025 09:42 EDT)

Christopher Davis, Chairman

ATTEST:

Ronna Rowe Garrett
Ronna Rowe Garrett (Jul 3, 2025 12:44 CDT)

Ronna Rowe Garrett, Secretary

R2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO APPROVE AN AMENDED STATE LOAN OFFER UNDER THE NORTH CAROLINA WATER REVOLVING LOAN AND GRANT ACT OF 1987

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, water supply systems, and water conservation projects; and

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) has amended and increased the previous State Revolving Loan offer of $6,685,105.00 by $11,695,071.00 to a total of $18,380,176.00 for the construction of the Big Rockfish Sanitary Sewer Outfall Lift Station Elimination project (Exhibit A); and

WHEREAS, the Fayetteville Public Works Commission (hereinafter, the "COMMISSION") intends to construct said project in accordance with the approved plans and specifications; and

WHEREAS, the loan terms for Big Rockfish Sanitary Sewer Outfall Lift Station Elimination are 20 years, 0% interest and 2% closing fee; and

WHEREAS, the COMMISSION has accepted the amended State Revolving Loan offer of $18,380,176.00 and given assurance to NCDEQ that all items specified in the loan offer, Section II -Assurances will be adhered to; and

WHEREAS, by Resolution No. PWC2025.22, the COMMISSION has requested the City Council of the City of Fayetteville to approve the amended State Revolving Loan offer, pursuant to Charter 6A.19.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL THAT:

1. The CITY does hereby approve the amended State Revolving Loan offer of $18,380,176.00 as presented in the attached Exhibit A. The CITY does hereby give assurance to NCDEQ that all items specified in the loan offer, Section II – Assurances will be adhered to.

2. Timothy L. Bryant, CEO/General Manager of the Fayetteville Public Works Commission, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; to execute the promissory note; and to execute such other documents as may be required in connection with the application.

3. The CITY has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 11th day of August, 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

By: _____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER L. AYRE, City Clerk

Docusign Envelope ID: 56D3C3C7-5049-47A5-BD92-361FA83BF13B

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Fayetteville Public Works Commission
PO Box 1089
Fayetteville, North Carolina 28302

Project Number(s): CS370434-15

Assistance Listing Number: 66.458
Unique Entity ID Number: UMXDRGNCMPQ7

Funding Program

Drinking Water ☐ **Stormwater** ☐ **Wastewater** ☒		**Additional Amount for Funding Increases**	**Previous Total**	**Total Offered**
State Revolving Fund-Repayable Loan	☒	$ 11,695,071	6,685,105	$18,380,176
State Revolving Fund-Principal Forgiveness	☐			
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)*	☐			
American Rescue Plan Act - Choose an item.	☐			

Project Description:

Big Rockfish Sanitary Sewer Outfall - Lift Station Elimination

Total Financial Assistance Offer: **$18,380,176**
Total Project Cost: $18,380,176
Estimated Closing Fee:** $ 367,604
For Loans
Interest Rate: 0% Per Annum
Maximum Loan Term: 20 Years

** Federal conditions and requirements will also apply to S.L 2023-134 projects co-funded with federal funds.*
*** Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:
Shadi Eskaf
6300A872077B4C5...
Signature

5/30/2025
Date

On Behalf of: Fayetteville Public Works Commission
Name of Representative in Resolution: Timothy Bryant
Title (Type or Print): CEO/General Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

6/26/2025
Date

Docusign Envelope ID: 56D3C3C7-5049-47A5-BD92-361FA83BF13B

APPLICABLE STANDARD CONDITIONS*
Project Applicant: Fayetteville Public Works Commission **Project Numbers: CS370434-15**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.

2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.

3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.

4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.

5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.

6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.

7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.

8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.

9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

11. Payment of the sums specified herein are subject to and contingent upon the availability, allocation, and appropriation of funds to the Department of Environmental Quality by the State or Federal government.

**Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cutter handbook.*

ASSURANCES
Project Applicant: Fayetteville Public Works Commission **Project Numbers: CS370434-15**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
   The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.

2. The Applicant is responsible for paying for the costs ineligible for SRF funding.

3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.

5. The Applicant will provide and maintain adequate engineering supervision and inspection.

6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.

7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4821

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A22

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - First and Second Stage Bucket Sets for GE5001P Gas Turbine

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for purchase of First and Second Stage Bucket Sets for GE5001P Gas Turbine. The lowest responsive, responsible bidder and in the best interests of PWC is Turbine Services LTD., Saratoga Springs, NY, in the total amount of $626,000.00.

Background:

The Fayetteville Public Works Commission, during the meeting on June 25, 2025, approved purchase award recommendation for purchase of First and Second Stage Bucket Sets for GE5001P Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $626,000.00, and forward to City Council for approval.

Bid Date: May 22, 2025

CONFORMING BIDDER	TOTAL PRICE
Turbine Services Ltd. Saratoga Springs, NY	$626,000.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

Issues/Analysis:

The bid notice was advertised through our usual channels on May 13, 2025, with a bid

opening date of May 22, 2025. Bids were solicited from four (4) vendors and three (3) bids were received. The PWC Procurement Department requests the rejection of the bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements. MWDBE/SLS Participation: Turbine Services, Ltd Saratoga Springs, NY, is not a small local or MWDBE business. Saratoga Springs, NY anticipates to self-perform the contract and its entirety.

Budget Impact:
The First and Second Stage Bucket Sets for GE5001P Gas Turbine are budgeted in account string 001.0915.0802.000-00.153000.999999

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation purchase award for the First and Second Stage Bucket Sets for GE5001P Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $626,000.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Recommendation - Purchase First and Second Stage Bucket Sets

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 11, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award for the First and Second Stage Bucket Sets for GE5001P Gas Turbine (PWC2425086).

BID/PROJECT NAME: First and Second Stage Bucket Sets for GE5001P Gas Turbine

BID DATE: May 22, 2025 **DEPARTMENT:** Butler Warner Generation Plant

BUDGET INFORMATION: 001.0915.0802.000-00.153000.999999

CONFORMING BIDDERS	**TOTAL PRICE**
Turbine Services Ltd. Saratoga Springs, NY	$626,000.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

AWARD RECOMMENDED TO: Turbine Services Ltd. Saratoga Springs, NY

BASIS OF AWARD: Lowest responsive, responsible bidder, in the best interest of PWC

COMMENTS: The bid notice was advertised through our usual channels on May 13, 2025, with a bid opening date of May 22, 2025. Bids were solicited from four (4) vendors and three (3) bids were received.

The PWC Procurement Department requests the rejection of the bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4822

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A23

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - AFT Compressor Casing For Frame 5 Gas Turbine

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for purchase of AFT Compressor Casing for Frame 5 Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $195,500.00.

Background:

The Fayetteville Public Works Commission, during the meeting on June 25, 2025, approved purchase award recommendation for purchase of AFT Compressor Casing for Frame 5 Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $195,500.00, and forward to City Council for approval.

Bid Date: May 22, 2025

CONFORMING BIDDER	TOTAL PRICE
Turbine Services Ltd. Saratoga Springs, NY	$195,500.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

Issues/Analysis:

The bid notice was advertised through our usual channels on May 13, 2025, with a bid opening date of May 22, 2025. Bids were solicited from four (4) vendors and three (3) bids were received. The PWC Procurement Department requests the rejection of the

bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements. MWDBE/SLS Participation: Turbine Services, Ltd Saratoga Springs, NY, is not a small local or MWDBE business. Saratoga Springs, NY anticipates to self-perform the contract and its entirety.

Budget Impact:
The AFT Compressor Casing for Frame 5 Gas Turbine is budgeted in account string 001.0915.0802.000-00.153000.999999

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation purchase award for the AFT Compressor Casing for Frame 5 Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $195,500.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Recommendation - AFT Compressor Casing for Frame 5 Gas Turbine

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 11, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award for the AFT Compressor Casing for Frame 5 Gas Turbine (PWC2425087).

BID/PROJECT NAME: AFT Compressor Casing For Frame 5 Gas Turbine

BID DATE: May 22, 2025 **DEPARTMENT:** Butler Warner Generation Plant

BUDGET INFORMATION: 001.0915.0802.000-00.153000.99999

CONFORMING BIDDERS	**TOTAL PRICE**
Turbine Services Ltd. Saratoga Springs, NY	$195,500.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

AWARD RECOMMENDED TO: Turbine Services Ltd. Saratoga Springs, NY

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interest of PWC.

COMMENTS: The bid notice was advertised through our usual channels on May 13, 2025, with a bid opening date of May 22, 2025. Bids were solicited from four (4) vendors and three (3) bids were received.

The PWC Procurement Department requests the rejection of the bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements.

ACTION BY COMMISSION
APPROVED_____ REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____ REJECTED_____
DATE_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4824

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A24

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - First and Second Stage Shroud Block Sets

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for purchase of First and Second Stage Shroud Block Sets to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $93,600.00.

Background:
The Fayetteville Public Works Commission, during the meeting on June 25, 2025, approved purchase award recommendation for purchase of First and Second Stage Shroud Block Sets to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $93,600.00, and forward to City Council for approval.

Bid Date: May 22, 2025

CONFORMING BIDDER	TOTAL PRICE
Turbine Services Ltd. Saratoga Springs, NY	$93,600.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

Issues/Analysis:
The bid notice was advertised through our usual channels on May 13, 2025, with a bid opening date of May 22, 2025. Bids were solicited from eleven (11) vendors and three (3) bids were received. The PWC Procurement Department requests the rejection of the

bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements. **MWDBE/SLS Participation:** Turbine Services, Ltd Saratoga Springs, NY, is not a small local or MWDBE business. Saratoga Springs, NY anticipates to self-perform the contract and its entirety.

Budget Impact:
The First and Second Stage Shroud Block Sets are budgeted in account string 001.0915.0802.000-00.153000.999999

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation purchase award for the First and Second Stage Shroud Block Sets to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $93,600.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Recommendation - First and Second Stage Shroud Block Sets

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 11, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award for the First and Second Stage Shroud Block Sets (PWC2425088).

BID/PROJECT NAME: First and Second Stage Shroud Block Sets

BID DATE: May 22, 2025 **DEPARTMENT:** Butler Warner Generation Plant

BUDGET INFORMATION: 001.0915.0802.000-00.153000.999999

CONFORMING BIDDERS	**TOTAL PRICE**
Turbine Services Ltd. Saratoga Springs, NY	$93,600.00

NON-CONFORMING BIDDERS
Turbine Technology Services Corporation, Orlando, FL
Allied Power Group, Houston, TX

AWARD RECOMMENDED TO: Turbine Services Ltd. Saratoga Springs, NY

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interest of PWC.

COMMENTS: The bid notice was advertised through our usual channels on May 13, 2025, with a bid opening date of May 22, 2025. Bids were solicited from eleven (11) vendors and three (3) bids were received.

The PWC Procurement Department requests the rejection of the bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements.

ACTION BY COMMISSION
APPROVED_____ REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____ REJECTED_____
DATE_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4825

Agenda Date: 8/11/2025 **Version:** 2 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A25

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - 27 KV Class 1200 Amp Outdoor Circuit Breakers

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for purchase of the 27 KV Class 1200 Amp Outdoor Circuit Breakers to Siemens Industry, Inc., Wendell, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $942,786.00.

Background:

The Fayetteville Public Works Commission, during the meeting on June 25, 2025, approved purchase award recommendation for purchase of the 27 KV Class 1200 Amp Outdoor Circuit Breakers to Siemens Industry, Inc., Wendell, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $942,786.00, and forward to City Council for approval.

Bid Date: February 6, 2025

CONFORMING BIDDERS	TOTAL PRICE
ABB, Inc. Lake Mary, FL	$899,754.12
Siemens Industry, Inc., Wendell, NC	$942,786.00

Issues/Analysis:

The bid notice was advertised through our usual channels on January 10, 2025, with a bid opening date of February 6, 2025. Bids were solicited from eleven (11) vendors and two (2) bids were received.

An award was previously approved on April 26, 2025, to ABB, Inc., Lake Mary, FL.

However, due to an inability to reach an agreement on contractual language, the bidder is now deemed nonresponsible as they are requiring amendments to the form contract to which PWC objects including, among others, provisions to which PWC may not agree as a public entity. As a result, the next lowest bidder, Siemens Industry, Inc., is now the lowest responsible bidder and is recommended for award. MWDBE / SLS Participation: Siemens Industry, Inc., Wendell, NC, is not a small local or MWDBE business. Siemens Industry, Inc. anticipates self-performing.

Budget Impact:
The 27 KV Class 1200 Amp Outdoor Circuit Breakers are budgeted in account string 001.0170.0802.690161.CPR100050

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation purchase award for the 27 KV Class 1200 Amp Outdoor Circuit Breakers to Siemens Industry, Inc., Wendell, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $942,786.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase, instead of awarding the contract to ABB, Inc. as previously approved by Council.

Attachments:
Recommendation - 27 KV Class 1200 Amp Outdoor Circuit Breakers

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 11, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award for the 27 KV Class 1200 Amp Outdoor Circuit Breakers (PWC2425054).

BID/PROJECT NAME: 27 KV Class 1200 Amp Outdoor Circuit Breakers

BID DATE: February 6, 2025 **DEPARTMENT:** Electric Substations Support Services

BUDGET INFORMATION: 001.0170.0802.690161.CPR100050

CONFORMING BIDDERS	**TOTAL PRICE**
ABB, Inc. Lake Mary, FL	$899,754.12
Siemens Industry, Inc., Wendell, NC	$942,786.00

AWARD RECOMMENDED TO: Siemens Industry, Inc., Wendell, NC

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interest of PWC.

COMMENTS: The Commission is requested to approve the award for the 27 KV Class 1200 Amp Outdoor Circuit Breakers purchase to Siemens Industry, Inc., Wendell, NC. the lowest responsive and responsible bidder, in the best interest of PWC. The bid notice was advertised through our usual channels on January 10, 2025, with a bid opening date of February 6, 2025. Bids were solicited from eleven (11) vendors and two (2) bids were received.

An award was previously approved on April 26, 2025, to ABB, Inc., Lake Mary, FL. However, due to an inability to reach an agreement on contractual language, the bidder is now deemed non-responsible as they are requiring amendments to the form contract to which PWC objects including, among others, provisions to which PWC may not agree as a public entity. As a result, the next lowest bidder, Siemens Industry, Inc., is now the lowest responsible bidder and is recommended for award.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4826

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A26

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - Re-Advertisement Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank to Saffo Contractors, Wilmington, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $795,500.00.

Background:

The Fayetteville Public Works Commission, during the meeting on June 25, 2025, approved award recommendation for Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank to Saffo Contractors, Wilmington, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $795,500.00, and forward to City Council for approval.

Bid Date: May 29, 2025

CONFORMING BIDDER	TOTAL PRICE
Saffo Contractors, Inc., Wilmington, NC	$795,500.00

NON-CONFORMING BIDDER

Classic Protective Coatings, Inc., Menomonie, WI

Issues/Analysis:

Bids were solicited from four (4) vendors and two (2) bids were received. The PWC Procurement Department requests the rejection of the bid submitted by Classic Protective

Coatings, Inc., Menomonie, WI, as it was non-conforming to PWC's bid submission requirements. **MWDBE / SLS Participation:** Saffo Contractors, Inc., located in Wilmington, NC, is not a small local or MWDBE business. Saffo Contractors, Inc. plans to self-perform the contract and its entirety.

Budget Impact:
This item is budgeted in account string 002.0620.0435.000-00.650009.9999999

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation award for Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank to Saffo Contractors, Wilmington, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $795,500.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Re-Advertisement Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy Bryant, CEO/General Manager **DATE:** June 12, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve award for the Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank (PWC2425072).

BID/PROJECT NAME: Re-Advertisement Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank

BID DATE: May 29, 2025 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 002.0620.0435.000-00.650009.9999999

CONFORMING BIDDERS	**TOTAL PRICE**
Saffo Contractors, Inc., Wilmington, NC	$795,500.00

NON-CONFORMING BIDDERS
Classic Protective Coatings, Inc., Menomonie, WI

AWARD RECOMMENDED TO: Saffo Contractors, Inc

BASIS OF AWARDS: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on April 14, 2025, with a bid opening date of May 14, 2025. Bids were solicited from four (4) vendors and two (2) bids were received.

The PWC Procurement Department requests the rejection of the bids submitted by Turbine Technology Services Corporation and Allied Power Group as they were non-conforming to PWC's bid submission requirements.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE

City of Fayetteville

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

City Council Action Memo

File Number: 25-4829

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Consent

Agenda Number: 8.0A27

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

THRU: **Timothy L. Bryant, CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **August 11, 2025**

RE:

PWC - Approve Bid Recommendation - Approve award for the Jasper to Langdon Sanitary Sewer Replacement and Realignment

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the re-advertisement of the “Jasper to Langdon Sanitary Sewer Replacement and Realignment Project” to ES&J Enterprises Inc., Autryville, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $967,586.00.

Background:

The Fayetteville Public Works Commission, during the meeting on July 23, 2025, approved purchase award recommendation for the re-advertisement of the “Jasper to Langdon Sanitary Sewer Replacement and Realignment Project” to ES&J Enterprises Inc., Autryville, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $967,586.00 and forward to City Council for approval.

Bid Date: June 24, 2025

CONFORMING BIDDERS	TOTAL PRICE
ES&J Enterprises, Inc., Autryville, NC	$967,586.00
T. A. Loving Company, Goldsboro, NC	$1,530,000.00

Issues/Analysis:

The bid notice was advertised through our usual channels on May 12, 2025, with a bid opening date of June 24, 2025. Bids were solicited from five (5) vendors and two (2) bids were received. **MWDBE/SLS Participation:** ES&J Enterprise, Inc., Autryville, NC, is a WBE business. ES&J Enterprise, Inc., anticipates $33,817.00 of MWDBE spend for

hauling and concrete needs.

Budget Impact:
The re-advertisement of the “Jasper to Langdon Sanitary Sewer Replacement and Realignment Project” is budgeted in 002.0610.0435.1800252-03.80050..CPR1000139

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the bid recommendation purchase award for the First and Second Stage Bucket Sets for GE5001P Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $626,000.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Recommendation - Re-Advertisement Jasper to Langdon Sanitary Sewer Replacement and Realignment

PUBLIC WORKS COMMISSION ACTION
REQUEST FORM

TO: Timothy Bryant, CEO/General Manager **DATE:** July 7, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve award for the Jasper to Langdon Sanitary Sewer Replacement and Realignment (PWC2425064).

BID/PROJECT NAME: Re-Advertisement Jasper to Langdon Sanitary Sewer Replacement and Realignment

BID DATE: June 24, 2025 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 002.0610.0435.1800252-03.80050..CPR1000139

CONFORMING BIDDERS	**TOTAL PRICE**
ES&J Enterprises Inc., Autryville, NC	$967,586.00
T.A. Loving Company, Goldsboro, NC	$1,530,000.00

AWARD RECOMMENDED TO: ES&J Enterprises, Inc., Autryville, NC

BASIS OF AWARDS: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on May 12, 2025, with a bid opening date of June 24, 2025. Bids were solicited from three (5) vendors and two (2) bids were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____ DATE
_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____ DATE
_____

City of Fayetteville

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

City Council Action Memo

File Number: 25-4820

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Staff Reports

Agenda Number: 9.01

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

THRU: **Douglas J. Hewett, City Manager**
Jeffery Yates, Assistant City Manager

FROM: **Chris Lowery, Strategic & Performance Analytics Manager**
Andy Brayboy, Senior Corporate Performance Analyst

DATE: **August 11, 2025**

RE:

Receive the FY 2025 Year-end Strategic Performance Report

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

The City of Fayetteville's strategic plan is a vital tool for guiding the City's growth and progress. It sets a clear direction for the future, ensuring vitality and sustainability while driving programmatic performance. As Fayetteville continues to thrive, the strategic plan articulates a long-term vision that informs priorities, fosters data-driven decision-making, and supports continuous improvement. This commitment to strategic planning and performance management strengthens the City, ensuring the delivery of excellent services and enhancing the quality of life for all residents.

Executive Summary:

The Fayetteville City Council is dedicated to fostering a high-performance organization by leveraging data and stakeholder input to develop a forward-thinking, progressive, and outcome-driven strategic plan for the City.

The Mayor, City Council, and City staff share a collective responsibility to ensure that the actions of public officials, employees, contractors, and volunteers align with the City's goals and values. Together, they work to implement policies, budgets, and objectives in the most effective and accountable manner.

During the annual retreat in January 2024, the City Council refined the strategic direction for the City by identifying five key priorities for FY 2025. These priorities were formally adopted at the May 2024 City Council Meeting as part of the City's FY 2025 Strategic Plan.

To ensure progress toward these priorities, the City Manager's Office has tasked the Office of Strategy and Performance Analytics with coordinating regular updates from cross-departmental teams. These updates are reported quarterly to the City Council. The Year-end Strategic Performance Report, as of June 30th, 2025, is now presented for Council's review.

This commitment to performance management and strategic planning strengthens the city's operations, ensuring excellent services and a high quality of life for residents. The

alignment of long-range planning with departmental operations and performance expectations allows for effective resource allocation and fosters a culture of continuous improvement. Overall, the City of Fayetteville's dedication to forward-thinking and progressive strategies promises a vibrant and prosperous future for the community it serves.

Background:

The City of Fayetteville desires to be data-driven and results-focused with a robust strategic plan and performance framework. The City believes that better policy is developed through proactively encouraging resident, employee, and business participation in government and by providing diverse engagement opportunities with easy and open access to public data and information.

Issues/Analysis:

None

Budget Impact:

Budget/ resources have been provided for each priority action plan

Options:

1) City Council accepts the FY 2025 Year-end Strategic Performance Report
2) City Council rejects the FY 2025 Year-end Strategic Performance Report and provides additional direction to the City Manager.

Recommended Action:

City Council accepts the FY 2025 Year-end Strategic Performance Report

Attachments:

FY 2025 Year-end Strategic Performance Report
FY 2025 Year-end City Scorecard

FY25 Year-end Strategic Plan Performance Update

Connecting Data with Impact

Office of Strategic & Performance Analytics (SPA)
Chris Lowery – Manager
Andrew Brayboy – Sr. Analyst

FAYETTEVILLE NC

A Strong Start to FY25

Significant Progress

The City of Fayetteville is making significant strides toward our FY25 goals, transforming data into actionable impact across the community.

Story Behind the Numbers

This presentation will highlight not just the numbers, but how our strategic initiatives are creating meaningful changes for our residents.

Quarter 3 Data (Q3)

We'll review key progress on strategic priorities set by the City Council, focusing on the second quarter of FY25.

Our FY25 Roadmap to Success

- **RECAP: CITY COUNCIL'S FY25 STRATEGIC PLAN PRIORITIES:**

Integrate a comprehensive approach to violence reduction and mental health response.

Continue the City's commitment to revitalization efforts, emphasizing affordable housing needs

Increase Parks & Recreation opportunities for youth engagement and interaction.

Use City-owned property to enhance economic growth opportunities throughout the City.

Articulate & define who we are as a City, to tell our story in Fayetteville & beyond.

FAYETTEVILLE NC

Council's Strategic Priority Action Plans

COUNCIL'S FY25 PRIORITY 1:

Integrate a comprehensive approach to violence reduction and mental health response.

ALIGNS TO GOAL 1

ACTIONS

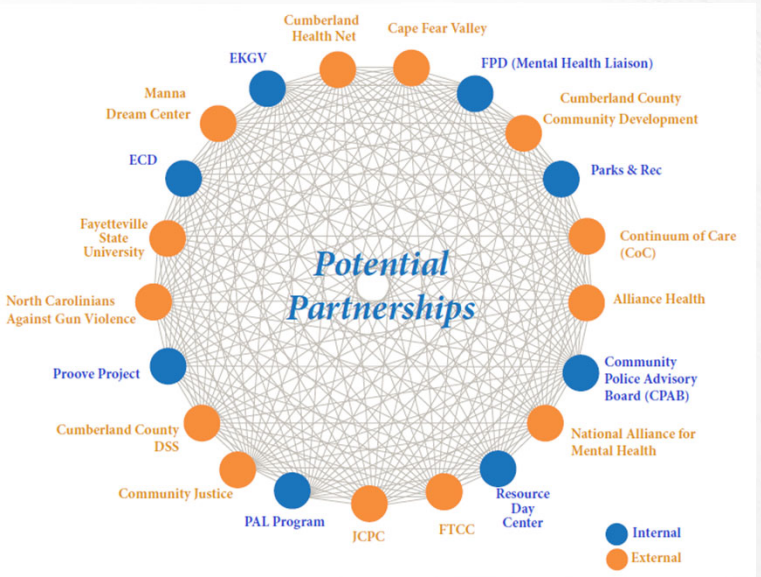
- Conduct a comprehensive assessment to identify overlapping, ancillary, and community services, along with service gaps, while exploring the potential for off-hour coverage.
- Secure funding and recruit a Mental Health Liaison to enhance mental health support services.
- Cultivate external relationships with community partners to strengthen collaboration and resource-sharing.
- Develop the Office of Community Safety (OCS) based on industry Best Practices and peer-reviewed methodologies, establishing clear roles and responsibilities.
- Perform data analysis to:
  - Prioritize the implementation of functions.
  - Define stakeholder roles.
  - Establish cost and staffing models.
  - Develop a reporting and analysis framework based on existing data and models.
  - Assess the impact on broader community issues such as code enforcement, economic opportunities, and education.

City of Fayetteville Public Safety Summit

Pursuing a Safer, Healthier Fayetteville

- **PRIORITY 1: Integrating a comprehensive approach to violence reduction & mental health response**
  - **Measures of Success:** Clear OCS role definitions and crime reduction metrics, an outcome of our integrated violence and mental health strategy.
  - **Performance Measures (KPI's):**

KPI[1]	Owner	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY25 Actuals	FY25 Target
% decrease in reported incidents of violent crime compared to baseline data	FPD	TBD	TBD	TBD	-14.47%	-14.47%	-9%
# of collaborative initiatives with community partners	FPD	10	15	9	33	67	60
% Stakeholder satisfaction rating	FPD / OCS	TBD	TBD	TBD	TBD	TBD	TBD
Improvement in public perception of safety and mental health support services	FPD / OCS	TBD	TBD	TBD	TBD	TBD	TBD
# of individuals accessing mental health services through liaison.	FPD	62	47	60	92	261	200
Average response time of mental health liaisons or crisis intervention teams to mental health crises (mins)	FPD	20	20	20	20	20	20



Council's Strategic Priority Action Plans

COUNCIL'S FY25 PRIORITY 2:

Continue the City's commitment to revitalization efforts, emphasizing affordable housing needs.

ALIGNS TO GOAL 4

ACTIONS

- Utilize available funding to increase housing opportunities for residents.
- Promote and advertise the Homebuyer Assistance Program to encourage increased homeownership.
- Create and utilize development finance tools to support key development projects that aid in revitalization.
- Continue to promote existing programs including commercial exterior improvements, gap financing, & technical assistance to stimulate economic growth and facilitate business expansion.
- Continue efforts aimed at neighborhood revitalization contained within City Council adopted plans.
- Designated Blighted areas for revitalization.
- Demolitions by land use (zoning).
- Continue to partner with local nonprofits to enhance quality of life and economic mobility.

Orange St.
BEFORE

AFTER

COMMUNITY REVITALIZATION

HOMEBUYING HERO
Homebuyer Education and Readiness Opportunity

Revitalizing Communities

- **PRIORITY 2: Continue the City's commitment to revitalization efforts, emphasizing affordable housing needs**

➢ **Measures of Success:** Increase in revitalization investments, post-grant investments after City investment, consolidation of revitalization plans.

➢ **Performance Measures (KPI's):**

COMMUNITY REVITALIZATION

Orange St. BEFORE

AFTER

KPI[1]	Owner	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY25 Actuals	FY25 Target
$ amount of ECD funds invested in the city through grants and loans	ECD	$109,090	$0	$140,621	$0.00	$249,711	$300,000
# of jobs created through ECD and FCEDC	ECD	19	19	7	0	45	5
# Jobs retained through ECD grants and loans	ECD	56	37	43	0	136	20
# of homeowners assisted with critical and emergency repairs	ECD	3	2	0	0	5	60
# of single-family affordable housing units leveraged via ECD funding	ECD	0	0	0	0	0	3
# of multi-family affordable housing units leveraged via ECD funding	ECD	0	26	0	0	26	20
# of residents attending educational/outreach events with ECD	ECD	628	27	183	0	838	1,900
# of dangerous and/or blighted structures removed	ECD / Deve. Services	11	7	22	32	72	60
% referrals of dangerous structures	Deve. Services	100%	100%	100%	100%	100%	100%
% of funding allocated for demolition, utilized for demolition	ECD / Deve. Services	0.0%	3%	8.3%	8.60%	8.60%	100%

FAYETTEVILLE NC

Council's Strategic Priority Action Plans

COUNCIL'S FY25 PRIORITY 3:

Increase Parks and Recreation opportunities for youth engagement and interaction.

ALIGNS TO GOAL 4

ACTIONS

- Sustain a partnership for the Orange St. school project, potentially offering over 40 hours weekly and approximately 2,080 hours annually of service provision.
- Help develop diverse programming tailored for youth to foster skill-building and community engagement.
- Promote and Fund a Junior Officials' Program to cultivate leadership skills among young participants.
- Establish partnerships to develop a Farm-to-Table educational program to promote awareness of sustainable food practices and healthy eating habits.
- Provide STEM opportunities through partnerships to empower youth with skills in science, technology, engineering, and mathematics.
- Develop initiatives to utilize the future International Farmers Market to celebrate cultural diversity, education attainment through farm-to-table education and support local farmers and producers.

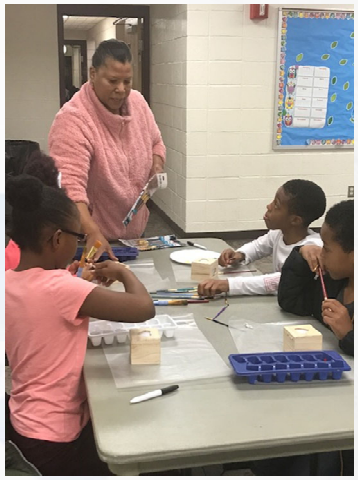
YOUTH OPPORTUNITIES

Empowering Our Youth for a Brighter Tomorrow

- **PRIORITY 3: Increase Parks & Recreation opportunities for youth engagement and interaction.**
  - **Measures of Success:** Increased access to, and total number of programming hours available for, youth activities, and reduction in overall youth crime rate.
  - **Performance Measures (KPI's):**

KPI[1]	Owner	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY25 Actuals	FY25 Target
# of total participants for Orange St. school project.	PRM	TBD	TBD	TBD	81	81	TBD
# of repeat participants.	PRM	TBD	TBD	TBD	TBD	TBD	TBD
Participant retention rate.	PRM	TBD	TBD	TBD	TBD	TBD	TBD
# of new programming opportunities.	PRM	TBD	TBD	TBD	5	5	TBD
# of new hours available for youth engagement and interactions.	PRM	TBD	TBD	TBD	10	10	TBD
# participants in junior officials training.	PRM	10	18	22	22	22	30
# of granting opportunities applied for.	PRM	2	2	5	5	5	4
$ value of granting opportunities applied for.	PRM	$23,100	$23,100	$78,100	$78,100	$78,100	$35,000
$ value of grants received.	PRM	$0.00	$23,100	$23,100	$46,600	$46,600	$35,000

YOUTH OPPORTUNITIES



Council's Strategic Priority Action Plans

COUNCIL'S FY25 PRIORITY 4:

ALIGNS TO GOAL 5

Use City-owned property to enhance economic growth opportunities throughout the City.

ACTIONS

- Create a comprehensive database of surplus real properties for inventory management and tracking purposes.
- Utilize GIS mapping to analyze and potentially merge properties to form larger lots, enhancing development opportunities and attractiveness.
- Evaluate the current tax and/or market values of all properties to inform strategic decision-making.
- Develop and maintain an online surplus real property list to streamline the sale process and increase transparency.
- Identify unbuildable and/or land locked lots to optimize resource allocation and prioritize viable development projects.
- Identify and adhere to Council guidelines for real property sale and ensure compliance with regulations and City policies.

One City-owned lot – Mann St.

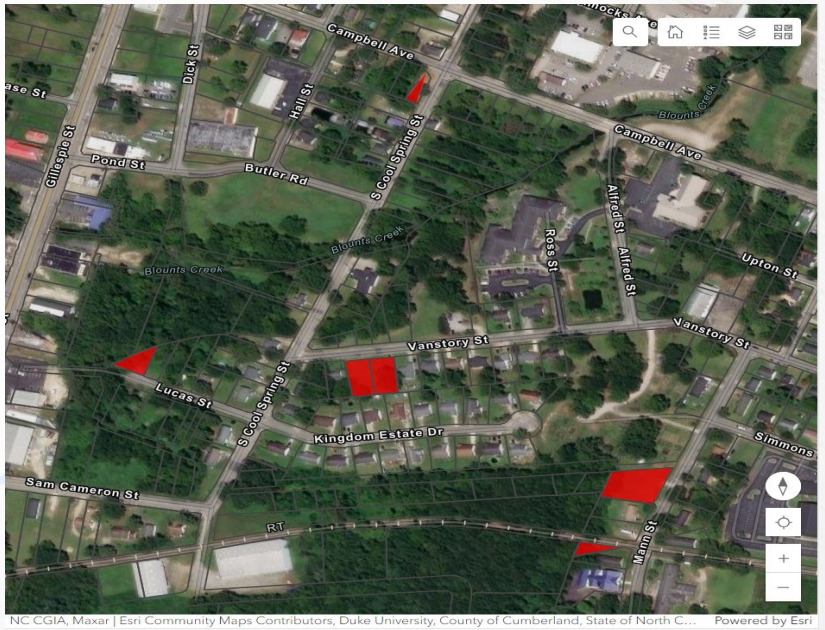
Two City-owned lots – Vanstory St.

Unlocking the Economic Potential of City-Owned Properties

- **PRIORITY 4: Use City-owned property to enhance economic growth opportunities throughout the City.**
  - **Measures of Success:** Return City assets to the tax rolls and configure an identified total dollar amount (or current value) of assets.
  - **Performance Measures (KPI's):**

KPI[1]	Owner	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY25 Actuals	FY25 Target
# of total properties returned to City tax rolls.	CAO	0	0	0	0	0	N/A
Total $ value of all listed property.	CAO	$62,233	$62,233	$100,668	$100,668	$325,802	N/A
# of total acres of listed property.	CAO	2.44	2.44	2.44	2.44	2.44	N/A
Average lot size #	CAO	0.12	0.12	0.12	0.12	0.12	N/A
$ value of amount sold (tax value).	CAO	$0	$0	$0	$0	$0	N/A
% of unbuildable / land locked lots.	CAO	TBD	67%	67%	67%	67%	N/A

- **GIS overview example of surplus properties**



Council's Strategic Priority Action Plans

COUNCIL'S FY25 PRIORITY 5:

Articulate/define who we are as a City to tell our story in Fayetteville and beyond.

ALIGNS TO GOAL 6

ACTIONS

- Work in collaboration with DistiNCtly Fayetteville, The Arts Council, Cool Spring Downtown District, and other community partners to:
  - Enhance Fayetteville's local and national brand image
  - To attract potential businesses for economic development
  - To attract potential residents to live in Fayetteville
  - Market travel and tourism related events.
  - Seek funding solutions to market the city to audiences outside our region.
- Design a long-term, relationship-focused neighborhood engagement strategy
- Strategically differentiate and distinguish Fayetteville brand from other North Carolina cities.
- Manage, expand and enhance the use of owned and paid communication platforms.
- Administer City channels to deliver timely messages about City services, initiatives and programs.
- Use storytelling techniques to share Fayetteville's story – identifying and highlighting Fayetteville's signature stories.
- Conduct a brand audit for Fayetteville –, messaging and perception.
- Foster a sense of community through information, messages and platforms where we engage with audiences

Fayetteville
All-America City
NATIONAL CIVIC LEAGUE
2023
1985 ★2001★2011

telling our stories

Telling Our Story in Fayetteville and Beyond

- **PRIORITY 5: Articulate/define who we are as a City to tell our story in Fayetteville and beyond.**

Measures of Success

Increase positive media placements and social media engagement to attract businesses, residents, and tourists.

Communication & Engagement

Strengthen communication by collaborating with key partners and leveraging FayTV, social media, and print media.

➢ **Performance Measures (KPI's):**

KPI[1]	Owner	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY25 Actuals	FY25 Target
# of positive or neutral media stories	MarkComm	124	129	129	200	582	600
# of negative media stories	MarkComm	43	44	42	75	204	150
Total # of Social Media Audiences	MarkComm	67,270	70,368	72,615	72,903	72,903	80,000
% of Engagement Rate / impression	MarkComm	5.6%	2.1%	2.7%	4.3%	3.7%	15.0%
# of visitors to City website	MarkComm	309,341	266,469	288,253	311,929	1,175,992	1,000,000
# subscribed to managers weekly update / report	MarkComm	3,653	3,499	3,394	3,356	3,356	5,000
% of open rate	MarkComm	30.2%	37.5%	32.0%	32.9%	32.9%	50%
% of click-through rates	MarkComm	6.7%	12.3%	3.1%	7.3%	7.3%	12%
# of pulse-check perception surveys completed	MarkComm	0	0	0	0	0	1

Moving Forward Together

- **Next Steps & Conclusion**
  - **Next Steps: FY25 & FY26 Strategic Plans:**
    - Continue data analysis, refine approaches, and further engage stakeholders through surveys and community meetings.
    - Report Q1 updates for the FY26 priorities to Council at regular meeting in October 2025.
  - **Strengthening Partnerships:** Continue our collaborative efforts with local organizations to support mental health, housing, and youth engagement efforts.
  - **Call to Action:** The City Council's feedback will help shape future initiatives and identify areas for further focus in Q1 and beyond.

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GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL I: The City of Fayetteville will be a safe and secure community.	FFD Average Actual Dollar Loss/Save Ratio Percentage.	Fire Department	Imagetrend RMS	95.7%	96.4%	96.0%	97.1%	96.3%	94.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	90th percentile total emergency response time	Fire Department	Imagetrend RMS	7:25	7:34	7:32	7:25	7:29	7:20
GOAL I: The City of Fayetteville will be a safe and secure community.	% of structure fires confined to room of origin	Fire Department	Imagetrend RMS	67.8%	68.8%	61.1%	62.7%	65.1%	60.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of structure fires starting in the kitchen	Fire Department	Imagetrend RMS	55.0%	58.7%	51.6%	30.0%	48.8%	>45%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of new construction properties in compliance with fire codes upon initial inspection.	Fire Department	Imagetrend & IDT RMS	56%	87%	90.0%	91.0%	81.0%	70%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of all NC General Statue mandatory inspections completed annually	Fire Department	Imagetrend & IDT RMS	72.0%	58%	72.0%	78.0%	70.0%	80%
GOAL I: The City of Fayetteville will be a safe and secure community.	Traffic collisions per 1,000 residents	Police Department	RMS	10.6	11.1	9.8	11.1	10.7	10
GOAL I: The City of Fayetteville will be a safe and secure community.	Ratio of traffic violations for safe movement to traffic collisions	Police Department	RMS	2.5	5.42	6.8	5.78	5.12	2.77
GOAL I: The City of Fayetteville will be a safe and secure community.	% change in Total Crimes	Police Department	RMS	-14.6%	-18.9%	-29.5%	-12.7%	-18.9%	-9.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of scheduled community watch group meetings attended by FPD	Police Department	Community Affairs	100%	100%	100.0%	100.0%	100.0%	100%
GOAL I: The City of Fayetteville will be a safe and secure community.	Average Police Department response time for priority 1 calls (in seconds).	Police Department	Police	518	520	526	634	550	600
GOAL I: The City of Fayetteville will be a safe and secure community.	# of community outreach events for FFD	Fire Department	Imagetrend RMS	40	69	77	96	282	10
GOAL I: The City of Fayetteville will be a safe and secure community.	# of community outreach events for FPD	Police Department	Community Affairs	37	36	36	37	146	160
GOAL I: The City of Fayetteville will be a safe and secure community.	% of community safety micro-grant funding expended by recipient	Economic & Community Development	Neighborly App & Internal Docs.	50%	93%	0.0%	0.0%	93.0%	100%
GOAL I: The City of Fayetteville will be a safe and secure community.	# of residents participating in community safety micro-grant funded activities	Economic & Community Development	Neighborly application	0	3,283	0	0	3,283	6,455
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with how quickly police respond to emergencies.	Strategc & Performance Analytics (SPA)	Resident Survey	49%	N/A	N/A	N/A	49.0%	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with overall quality of fire protection and rescue services.	Strategc & Performance Analytics (SPA)	Resident Survey	86%	N/A	N/A	N/A	86.0%	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with overall police relationship with your community.	Strategc & Performance Analytics (SPA)	Resident Survey	51%	N/A	N/A	N/A	51.0%	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with the City's efforts to prevent crime.	Strategc & Performance Analytics (SPA)	Resident Survey	33%	N/A	N/A	N/A	33.0%	N/A

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of commercial building permits issued	Development Services	IDT	63	60	93	76	292	250
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of residential building permits issued	Development Services	IDT	275	152	232	193	852	1,000
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of based aircraft maintained at Fayetteville Regional Airport	Airport	Airport Master Record (5010)	73	73	73	73	73	73
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall strength of Fayetteville's economy	Strategc & Performance Analytics (SPA)	Resident Survey	35%	N/A	N/A	N/A	35.0%	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of dangerous and/or blighted structures removed	Development Services	IDT	11	7	26	32	76	60
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall quality of life in the City	Strategc & Performance Analytics (SPA)	Resident Survey	39%	N/A	N/A	N/A	39.0%	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of jobs created through ECD and FCEDC	Economic & Community Development	ECD & FCEDC	19	19	7	0	45	5
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# Jobs retained through ECD grants and loans	Economic & Community Development	Neighborly & Internal Documents	56	37	43	0	136	20
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	$ amount of ECD funds invested in the city through grants and loans	Economic & Community Development	Neighborly & Internal Documents	$109,090	$0	$140,621	0	$249,711	$300,000
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of businesses operating out of Fayetteville Regional Airport	Airport	Airport Internal File	81	81	81	81	81	82
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall availability of employment opportunities in Fayetteville	Strategc & Performance Analytics (SPA)	Resident Survey	32%	N/A	N/A	N/A	32.0%	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% vacancy rate in city (Office, Industrial, Retail)	Strategc & Performance Analytics (SPA)	FCEDC	5.17%	5.13%	5.27%	6.22%	5.69%	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall quality of businesses, services, and retail in Fayetteville	Strategc & Performance Analytics (SPA)	Resident Survey	49%	N/A	N/A	N/A	49.0%	N/A

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Miles of Streets Resurfaced	Public Services	PAVER	23.4	0.0	7.8	7.8	31.2	0
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of streets rated with a Pavement Condition Index (PCI) of 71 or greater.	Public Services	PAVER	91%	91%	91.0%	91.0%	91.0%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of traffic signal intersection equipment meeting NCDOT standards of inspection biannually	Public Services	Cityworks	100%	100%	100.0%	100.0%	100.0%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of City infrastructure that meets standards of preparation for a 10-year storm	Public Services	GIS	81%	81%	81.0%	81.0%	81.0%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of eligible Drainage Assistance Plan (DAP) projects that received funding	Public Services	SWAB Agenda	100%	100%	100.0%	100.0%	100.0%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	$ Projected contractor valuation for residential and commercial building permits issued	Development Services	IDT	$70,199,179	$79,747,231	$111,969,492	$104,681,733	$366,597,635	$300,000,000
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% satisfaction overall with how well the City is planning for growth	Strategc & Performance Analytics (SPA)	Resident Survey	29%	N/A	N/A	N/A	29%	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# of trades inspections (Residential & Commercial)	Development Services	IDT	6,825	6,111	5,116	5,815	23,867	29,000
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of trades inspections completed within the state mandated deadline	Development Services	IDT	100%	100%	100%	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# Construction plans reviewed	Development Services	IDT	2,182	1,427	1,632	1,881	7,122	7,500
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of construction plan reviews completed within the state mandated deadline	Development Services	IDT	100%	100%	100%	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# of code enforcement violation cases opened	Development Services	Cityworks and Master Report	3,565	3,041	3,329	3,775	13,706	13,500
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of violations resolved by property owner	Development Services	Cityworks	77.4%	69.1%	84.3%	90.8%	82.7%	70%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of code enforcement cases opened proactively	Development Services	Cityworks and Master Report	67.7%	74.9%	76.6%	65.0%	70.7%	70%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of structures removed from dangerous and/or blighted status due to owner compliance	Development Services	Cityworks	66.7%	66.7%	61.5%	60.0%	77.5%	50%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% satisfaction overall enforcement of codes and ordinances	Strategc & Performance Analytics (SPA)	Resident Survey	28%	N/A	N/A	N/A	28%	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% uptime of Network Infrastructure Services	Information Technology	IT Office Records	99.98%	99.76%	100.00%	9997.00%	100.00%	99.98%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of uptime for City websites	Information Technology	Monsido software	99.82%	99.88%	99.76%	99.98%	99.51%	99.98%

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Average load factor percentage	Airport	Airline Monthly Report	86.8%	80.3%	77.2%	81.3%	81.4%	87.6%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of daily commercial flights	Airport	Airline Monthly Report	20	20	20	21	21	22
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of enplaned/deplaned passengers annually	Airport	Airline Monthly Report	83,632	92,481	50,859	92,449	319,421	338,595
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	$ amount of airport capital improvements per fiscal year	Airport	Fund 66 Report & ACIP	$4,452,545	$4,445,421	$3,434,110	$198,609	$4,253,936	$4,200,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total fixed route transit passengers annually	Transit (FAST)	APC Data - UTA	357,521	310,074	297,657	311,944	1,277,196	1,506,829
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total FASTTRAC! transit passengers annually	Transit (FAST)	RouteMatch	12,918	12,781	11,446	11,510	48,658	55,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	On-time performance of fixed route transit services	Transit (FAST)	APC Data - UTA	69.0%	69.0%	71.3%	75.0%	71.0%	75.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	On-time performance of FASTTRAC! transit services	Transit (FAST)	RouteMatch	89.0%	86.0%	89.0%	92.0%	88.0%	85.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of bus stops with shelters and/or benches	Transit (FAST)	Staff - GIS Layers	24.6%	24.6%	24.96%	25.3%	25.3%	26.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction with the condition and usability of the airport	Strategc & Performance Analytics (SPA)	Resident Survey	68%	N/A	N/A	N/A	68.0%	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction with the availability of public transportation	Strategc & Performance Analytics (SPA)	Resident Survey	37%	N/A	N/A	N/A	37.0%	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total parks and recreation registered athletic participants	Parks & Recreation	RecTrac	4,653	6,156	8,410	12,363	12,363	13,124
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total parks and recreation registered non-athletic participants	Parks & Recreation	RecTrac	6,312	10,921	17,020	24,050	24,050	21,470
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of paid swimming pool patrons	Parks & Recreation	RecTrac	34,446	34,446	34,446	63,216	63,216	80,000

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of Parks and Recreation programs and services	Strategc & Performance Analytics (SPA)	Resident Survey	52%	N/A	N/A	N/A	52.0%	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of roadways with a sidewalk and/or bicycle lane	Public Services	GIS	35%	35%	35%	35.0%	35.0%	36%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of linear feet of all sidewalks installed	Public Services	Cityworks	7,320	207	3,486.0	1,831.0	14,279.0	16,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Total miles of trails maintained by parks and recreation	Parks & Recreation	Master Plan	11.5	11.5	11.5	11.5	11.5	12.1
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall condition of sidewalks	Strategc & Performance Analytics (SPA)	Resident Survey	38%	N/A	N/A	N/A	38.0%	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of Acres of Publicly accessible parks and recreation-maintained spaces	Parks & Recreation	Facilities Inventory	1,368.5	1,368.5	1,368.5	1,368.5	1,368.5	1,368.5
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of City Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	1,493	1,392	1,465	2,661.0	6,877.0	0
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of DOT Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	620	628	298	1,188.0	2,708.0	0
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of Diversion rate for recycling	Public Services	Solid Waste Office Records	31%	31%	30.0%	33.0%	31.0%	40%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of Successful solid waste Collection	Public Services	Solid Waste Office Records	99.7%	97%	99.97%	100.0%	100.0%	100.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of self-correction after solid waste notice of violation	Public Services	Solid Waste Office Records	95%	93%	92.6%	90.0%	90.0%	90%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of all illegal dump sites mitigated within 5 business days	Public Services	Solid Waste Office Records	84.6%	85%	85.0%	86.0%	85.0%	90%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Litter index	Parks & Recreation	Sustainable Sandhills	N/A	2.14	N/A	2.25	2.20	2.00
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of solid waste services	Strategc & Performance Analytics (SPA)	Resident Survey	70%	N/A	N/A	N/A	70%	N/A

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of single-family affordable housing units leveraged via ECD funding	Economic & Community Development	Internal Count	0	0	0	3	3	3
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of multi-family affordable housing units leveraged via ECD funding	Economic & Community Development	Neighborly Application	0	26	0	0	26	20
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of first-time home buyers assisted with Homebuyer HERO funding	Economic & Community Development	Internal Count	1	6	2	8	17	5
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of homeowners assisted with critical and emergency repairs	Economic & Community Development	Internal Documents	3	2	0	14	19	60
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of life in your neighborhood	Strategc & Performance Analytics (SPA)	Resident Survey	64%	N/A	N/A	N/A	64%	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of unique interactions at day resource center (DRC)	Economic & Community Development	Manna Dream Center	718	325	285	200	1,528	1,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Total # of interaction at day resource center (DRC)	Economic & Community Development	Manna Dream Center	3,285	2,591	1,087	1,471	8,434	10,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% change in active community partners at day resource center (DRC) annually	Economic & Community Development	Manna Dream Center	67%	50%	23%	11%	151%	50.0%

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	# of financial compliance findings reported in prior year annual financial audit	Finance	ERP	0	0	2	0	2	0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	PO Timeliness (days)	Finance	ERP	2	2	2	2	2	2
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Time to pay (business days)	Finance	ERP	5	5	5	5	5	5
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Financial Audit Timeliness (days)	Finance	ACFR Filing	0	0	0	0	0	0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Grant Reporting Timeliness (days)	Finance	Mutliple Documents	0	0	0	0	0	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Solicitation Timeliness (days)	Finance	Department Documents	14	14	14	14	14	14
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	General obligation bond rating	Finance	Bond Rating Agency	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+	Aa1/AA+	Aa1/AA+	Aa1 /AA+
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% Fleet availability	Finance	AssetWorks	95.0%	95.0%	96.3%	96.6%	96.6%	98%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Average Fleet turnaround time (within 72 hrs)	Finance	AssetWorks	63.0%	69.0%	71.5%	78.0%	78.0%	75%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Revenues per capita	Budget	ERP	N/A	N/A	N/A	N/A	N/A	N/A

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Expenditures per capita	Budget	ERP	N/A	N/A	N/A	N/A	N/A	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% Change in Retail Sales Tax Revenue	Budget	Cumberland County	N/A	N/A	N/A	N/A	N/A	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	# of total properties returned to City tax rolls.	City Attorney's Office	Internal Documents	0	0	0	0	0	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Avg # of days to close a FayFixIT ticket	City Manager's Office	FayFixIT	5.4	6.7	5.0	4.4	5.4	5.0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% satisfaction overall quality of services provided by the City	Strategc & Performance Analytics (SPA)	Resident Survey	50%	N/A	N/A	N/A	50.0%	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Retention Rate	Human Resources Department	HRD Office Records	95.1%	97.1%	96.5%	95.9%	85.0%	85%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Mean Response of employees satisfied with their job	Human Resources Department	Employee Survey	N/A	N/A	N/A	N/A	80	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% of employees who would recommend the City as a good place to work.	Human Resources Department	Employee Survey	N/A	N/A	N/A	N/A	74	N/A

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of city contracts award to LSDBE	Finance	ERP	40%	35%	28.0%	50.5%	50.5%	40%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction level of public involvement in local decisions	Strategc & Performance Analytics (SPA)	Resident Survey	19%	N/A	N/A	N/A	19.0%	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of public records requests	Marketing & Communications	NEXT REQUEST	485	934	1,560	1,583	4,562	1,750
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Social Media Audiences	Marketing & Communications	Sprout Social	67,270	70,368	72,615	72,903	72,903	80,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of website visits	Marketing & Communications	Monsido	309,341	266,469	288,253	311,929	1,175,992	1,000,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Average wait time (secs) for 1FAY call center	City Manager's Office	RingCentral	87	111	94	113	101	120
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total Calls Answered	City Manager's Office	RingCentral	12,785	11,449	11,932	15,117	51,283	54,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction with overall customer service	Strategc & Performance Analytics (SPA)	Resident Survey	56%	N/A	N/A	N/A	56.0%	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of residents who felt the city is moving in the right direction	Strategc & Performance Analytics (SPA)	Resident Survey	35%	N/A	N/A	N/A	35.0%	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction with Time it took for residents requests to be answered	Strategc & Performance Analytics (SPA)	Resident Survey	59%	N/A	N/A	N/A	59.0%	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of Boards and Commission Applicants	City Clerks Office	Granicus	32	23	25	51	131	175
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of social media impressions	Marketing & Communications	Sprout Social	1,090,000	2,657,009	4,376,400	3,263,673	11,387,082	6,000,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Podcast views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	6,963	8,239	7,500	7,113	29,815	50,000

GOAL	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY25 ACTUALS	FY25 TARGETS
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Video views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	124,603	41,000	537,195	318,917	1,021,715	500,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of FayFixIT Users	City Manager's Office	FayFixIT	16,544	11,192	11,321	11,515	11,515	68,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of residents attending educational/outreach events with ECD	Economic & Community Development	Internal Documents	628	27	183	375	1,213	1,900
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of residents very satisfied or satisfied with the availability of information about city programs and services	Strategc & Performance Analytics (SPA)	Resident Survey	40%	N/A	N/A	N/A	40.0%	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction overall effectiveness of communication with the public	Strategc & Performance Analytics (SPA)	Resident Survey	38%	N/A	N/A	N/A	38.0%	N/A

City of Fayetteville

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

City Council Action Memo

File Number: 25-4791

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 10.01

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Christopher Cauley, Director of Economic and Community Development**
Derrick McArthur, Economic Development Manager

DATE: **August 11, 2025**

RE:

Administrative Report - Catalyst Site 1 - Six-Month Update on Memorandum of Understanding with Fayetteville State University

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022 - 2026
Goal II: Responsive City Government Supporting a Diverse and Viable Economy

- Objective 2.1 - To ensure a diverse City tax base.
- Objective 2.3 - To invest in community places to ensure revitalization and increase quality of life.

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.3 - To ensure a place for people to live in great neighborhoods.

Executive Summary:

City Council is asked to receive the attached six-month update from Fayetteville State University (FSU) on the three-year Memorandum of Understanding (MOU) for the Catalyst Site. This is the fourth required report per the MOU. FSU has hired a consultant to conduct a comprehensive student housing study.

Background:

On June 12, 2023, City Council authorized the City Manager to execute an MOU with FSU initiating a three-year period for FSU to develop a comprehensive project proposal for City Council's consideration. This agreement enables FSU to pursue financing and development efforts with the objective of presenting a full project proposal within the specified timeframe. As per Section A.2 of the MOU, FSU is required to provide a written update every six months detailing the progress made towards the development proposal to allow for a three-year period wherein the University would bring back a full development proposal for City Council’s consideration. Over the past 24 months, FSU has hired Rieth Jones Advisors (RJA) to conduct a comprehensive student housing study. RJA has an impressive national presence and a diverse portfolio, having partnered with higher education institutions and municipalities across 33 states. Notable projects include:

- A Public Private Partnership (P3) with North Carolina Central University for a 1,274-bed student housing and new dining hall
- University of South Carolina over $500m+ in capital projects
- Eastern Michigan University $212m to include the Welcome Home 2025 P3 initiative
- Appalachian State University $43M Kidd Brewer Stadium expansion

The study involves assessing current housing inventory, occupancy, enrollment trends, and facility conditions. RJA will also conduct stakeholder meetings, focus groups, off-campus market analysis, peer benchmarking, and a student survey to gather insights and data. The study involves assessing current housing inventory, occupancy, enrollment trends, and facility conditions. Stakeholder meetings, focus groups, off-campus market analysis, peer benchmarking, and a student survey will be conducted to gather insights and data.

Issues/Analysis:

FSU plays a crucial role in the community, especially in the City's efforts to revitalize the Murchison Neighborhood. Various studies have highlighted the significance of FSU's connection to Downtown Fayetteville as a driving force for the economic development of both the Downtown area and the University. FSU continues to work with Rieth Jones Advisors and remains fully committed to driving the revitalization of Murchison Road and contributing to the broader economic and educational goals of the City of Fayetteville.

Budget Impact:

This action does not have any budgetary impact. If FSU is successful in forming a P3, the property and its improvements may be returned to the tax roll and generate future revenues.

Options:

1. Receive the six-month update from FSU.
2. Do not receive the six-month update from FSU.
3. Direct staff to some other action.

Recommended Action:

Receive the six-month update from FSU.

Attachments:

CAT Site 1 MOU with FSU - Fully Executed
FSU Memo to the City - Fourth Update

Memorandum of Understanding Between
Fayetteville State University and the City of Fayetteville
CATALYST I

THIS AGREEMENT, made and entered into this the 1st day of July, 2023, by and between the FAYETTEVILLE STATE UNIVERSITY (hereinafter referred to as "FSU"); and the CITY OF FAYETTEVILLE (hereinafter referred to as "CITY").

WITNESSETH:

THAT WHEREAS, the CITY has property identified as Catalyst I that is available for development for housing and economic development; and

WHEREAS, FSU and/or one of its affiliated entities has an interest in developing property to provide student housing for its students and economic development for the University and the surrounding communities;

WHEREAS, the parties believe that their objectives can be met with the development of student housing and other development on the Catalyst I site; and

WHEREAS, FSU needs access to the site to develop a proposal to present to the CITY.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. The CITY will provide FSU with full and exclusive access to the Catalyst I site, as shown in Attachment 1 of this Agreement, and provide FSU with all publically available information about the site.

2. FSU will take all necessary steps to provide CITY with a full development proposal to include, but not limited to, site plans, architectural elevations, and a financial proposal and provide the CITY with a written progress report every six (6) months on the steps it has taken towards the development proposal.

B. GENERAL TERMS:

1. **Termination:** This Memorandum of Understanding may be terminated by either party giving the other thirty (30) days advanced written notice of such intent. (Such termination for convenience shall not affect the payment obligations for work completed prior to the notice of termination.) Neither party shall enter into or otherwise create new obligations relative to this Memorandum of Understanding following receipt of such notice, without the written consent of the other party.

2. **Effective Date:** This Agreement is effective as of the date of signature by all authorized representatives indicated below and the terms and conditions shall continue for three years thereafter. This Agreement may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties.

3. **Notices:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate

party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

Fayetteville State University Darrell T. Allison, JD Chancellor 1200 Murchison Road Fayetteville, NC 28301	**City of Fayetteville** Office of the City Manager 433 Hay Street Fayetteville, NC 28301

Notices shall be effective upon receipt regardless of the form used.

4. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

5. **Amendment:** This Agreement may be amended or revised only in writing and signed by all parties.

6. **Severability:** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

7. **Governing Law:** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of North Carolina.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

ATTEST:

~~PAMELA MEGILL, City Clerk~~
JENNIFER AIRE, DEPUTY CITY CLERK

FAYETTEVILLE NORTH CAROLINA

CITY OF FAYETTEVILLE:

DOUGLAS J. HEWETT, ICMA-CM
City Manager

07/11/23
Date

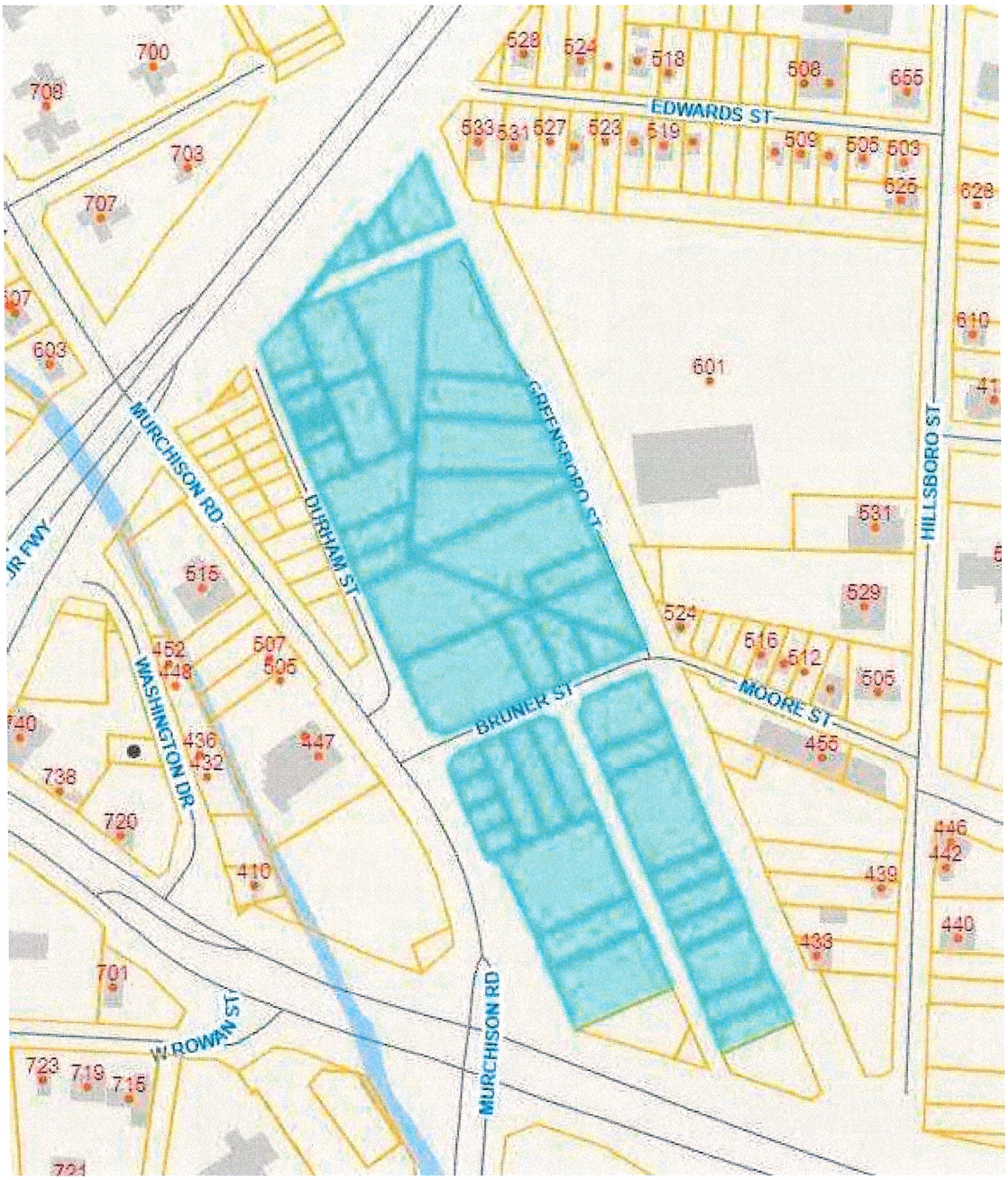
FAYETTEVILLE STATE UNIVERSITY:

Darrell T. Allison, JD
Chancellor

6-21-2023
Date

Attachment 1

Map and List of Parcels Located at Catalyst I site



Parcel Identification Number	Property Description	Acreage	GIS Address
0437-38- 4393	IMP 536 E/S DURHAM ST	0.15	536 DURHAM ST
0437-38- 5223	IMP 532 DURHAM ST	0.06	532 DURHAM ST
0437-47- 0246	IMP 412 E/S MURCHISON RD	0.28	412 MURCHISON RD
0437-47- 3124	IMP 421 W/S GREENSBORO ST	0.16	421 GREENSBORO ST
0437-47- 3140	VAC 411 W/S GREENSBORO ST	0.16	411 GREENSBORO ST
0437-37- 7866	VAC E/S DURHAM ST	0.7	0 DURHAM ST
0437-38- 8035	VAC W/S GREENSBORO ST ODD SHAPE LT	0.59	0 GREENSBORO ST
0437-37- 8723	3 VAC N/S BRUNER ST	0.6	0 BRUNER ST
0437-37- 9917	LOT 511 W/S GREENSBORO ST	0.74	511 GREENSBORO ST
0437-47- 0865	1 VAC W/S GREENSBORO ST	0.26	0 GREENSBORO ST
0437-47- 0902	0.16 AC LD	0.16	0 GREENSBORO ST
0437-37- 8468	IMP 424 MURCHISON RD	0.07	424 MURCHISON RD
0437-37- 8483	200 X 200 PT 10-16	0.06	0 ? DR
0437-37- 8527	IMP 428 MURCHINSON RD	0.07	428 MURCHISON RD
0437-37- 8543	IMP 426 MURCHINSON RD	0.08	426 MURCHISON RD
0437-37- 9503	VAC 613 BRUNER ST	0.22	613 BRUNER ST
0437-37- 9555	VAC 611 BRUNER ST	0.22	611 BRUNER ST
0437-37- 9596	IMP 609 S/S BRUNER ST	0.22	609 BRUNER ST
0437-47- 0188	CROSS ROADES DR IN E/S MURCHISON RD & ROWAN ST	0.52	408 MURCHISON RD
0437-38- 5217	IMP 534 E/S DURHAM ST	0.06	534 DURHAM ST
0437-38- 5231	LT 18 X 75 E/S DURHAM ST	0.03	530 DURHAM ST
0437-37- 9799	0.18 AC BRUNER ST	0.18	0 BRUNER ST
0437-47- 0769	RES 501 GREENSBORO ST	0.11	501 GREENSBORO ST
0437-38- 5149	LT 16 X 75 E/S DURHAM ST	0.03	0 DURHAM ST
0437-38- 5157	0.06 AC LD	0.06	526 DURHAM ST
0437-47- 2327	431 W/S GREENSBORO ST	0.17	431 GREENSBORO ST
0437-47- 2343	VAC W/S GREENSBORO ST	0.16	0 GREENSBORO ST
0437-47- 2291	IMP 423 W/S GREENSBORO ST	0.32	423 GREENSBORO ST
0437-38- 6050	IMP 520 E/S DURHAM ST	0.15	520 DURHAM ST
0437-47- 1606	100 X 140 IMP W/S GREENSBORO ST	0.32	441 GREENSBORO ST
0437-38- 8155	0.56 AC LD	0.56	0 GREENSBORO ST
0437-37- 6964	0.12 AC LD	0.12	0 DURHAM ST
0437-38- 6047	522 E/S DURHAM ST	0.38	522 DURHAM ST
0437-38- 5173	IMP 524 E/S DURHAM ST	0.11	524 DURHAM ST
0437-38- 6207	0.34 AC LD	0.34	0 ? DR
0437-38- 7306	LOT HUBBARD ST (0.73 AC)	0.73	0 HUBBARD ST
0437-38- 8318	LOT W/S GREENSBORO ST	0.66	541 GREENSBORO ST
0437-38- 8244	521 W/S GREENSBORO ST	0.35	521 GREENSBORO ST
0437-37- 9738	IMP 606 N/S BRUNER ST	0.17	606 BRUNER ST
0437-38- 7539	LOT W/S GREENSBORO ST	0.25	0 GREENSBORO ST
0437-38- 6564	IMP 610 N/S HUBBARD ST	0.08	610 HUBBARD ST
0437-38- 5499	.09 AC LD	0.09	0 N/A DR

0437-47- 1539	4 VAC W/C GREENSBORO ST	0.16	0 ? DR
0437-47- 1478	VAC W/S GREENSBORO ST 140 X 50	0.61	0 ? DR
0437-47- 2268	IMP 425 W/S GREENSBORO ST	0.16	425 GREENSBORO ST
0437-38- 6214	0.34 AC LD	0.34	0 ? DR
0437-47- 0307	0.78 AC CHEN LD	0.78	414 MURCHISON RD

FAYETTEVILLE STATE UNIVERSITY

Chancellor's Office

Memorandum

To: Douglas J. Hewett
City Manager, City of Fayetteville

From: Darrell T. Allison, J.D.
Chancellor, Fayetteville State University

Re: Catalyst Site 1 Progress Update

Date: July 1, 2025

Fayetteville State University (FSU) is pleased to provide this 24-month progress report on our development efforts aligned with Catalyst Site 1 and our broader commitment to the revitalization of the Murchison Road corridor. These initiatives reflect our long-term vision to expand the university's footprint, enhance student life, and contribute meaningfully to the economic and cultural vitality of the surrounding community.

FSU's Commitment to Murchison Road Revitalization

Over the past two years, FSU has made significant strides in revitalizing the Murchison Road corridor through a series of transformative development projects. One of the most notable achievements is the opening of a Chick-fil-A restaurant in Bronco Midtown, which serves as both a popular student amenity and a catalyst for economic activity in the area. In addition, FSU expanded its on-campus offerings with the launch of a stand-alone Starbucks, further enhancing student dining options and elevating the university's appeal.

To meet the growing demand for student housing, a new residence hall is scheduled to open this fall, increasing capacity and supporting enrollment growth. Major infrastructure investments are also underway, including the construction of a new College of Education and a new Health and Wellness Center, both of which demonstrate FSU's commitment to academic excellence and student well-being. Complementing these efforts, a new parking deck is slated to begin construction this fall, improving campus accessibility and supporting continued expansion. These projects collectively reflect FSU's central role in driving growth and renewal along Murchison Road.

These combined capital investments represent over $200 million in infrastructure and development activity, underscoring FSU's central role in driving regional growth and opportunity. This year, FSU proudly marked a major enrollment milestone of 7,100 students, the largest in school history. We anticipate surpassing this number in the coming fall semester, a testament to FSU's increasing appeal and our strategic investments in facilities, student support, and academic programs.

Catalyst Site 1 Update

While significant progress has been made on numerous fronts, housing remains one of the university's most urgent and growing needs. As FSU continues to experience record-breaking enrollment, the demand for quality, affordable student housing has outpaced current availability. The upcoming residence hall will help address some of this need, but additional capacity is essential to meet the evolving expectations of our students and their families.

To this end, the Catalyst Site 1 project remains a cornerstone of our long-term housing strategy. We continue to work with Rieth Jones Advisors to lead a comprehensive student housing study that includes market analysis, stakeholder input, and financial modeling to ensure any future development is demand-driven and fiscally responsible.

Conclusion

Fayetteville State University remains fully committed to driving the revitalization of Murchison Road and contributing to the broader economic and educational goals of the City of Fayetteville. We value our continued partnership and look forward to launching the next phase of development with your support. Should you have any questions or require further details, please feel free to contact my office.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4793

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 10.02

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

THRU: **Kelly Strickland, Assistant City Manager**

FROM: **Christopher Cauley, MPA - Economic & Community Development Director**
Derrick McArthur - Economic Development Manager

DATE: **August 11, 2025**

RE:

Acceptance of the Downtown Municipal Service District Fourth Quarter Report from Cool Spring Downtown District, Inc.

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

Goal II: Responsive City Government Supporting a Diverse and Viable Economy.

- Objective 2.1: Ensure a diverse City tax base.
- Objective 2.2: Invest in community places to ensure revitalization and increase the quality of life.
- Objective 2.4: Sustain a favorable development climate to encourage business growth.

Executive Summary:

City Council is asked to accept the fiscal year 2025 fourth quarter report from the Cool Spring Downtown District (CSDD).

Background:

On July 1, 2023, the City and CSDD entered into an agreement to provide Enhanced Services for an Arts and Entertainment Focused Downtown Municipal Service District (MSD). The Enhanced Services for an Arts and Entertainment Focused Downtown MSD contains five service elements: Economic Vitality and Development; Art and Design Enhancements; Promotion and Marketing; Special Events and Programming and Partnership, along with Organizational Support and Conflict Resolution.

Issues/Analysis:

Several key items to note in the Quarterly Report:

- Twelve (12) new businesses welcomed to the district.
- Over 900,000 gross square footage of ongoing business expansions and infill projects.
- Over 1,200,000 visits and 468,500 unique visitors to the district.

- Added one (1) new placemaking initiative to the district.
- Progress on the district's strategic planning process.
- Interim President/CEO participating in committee regarding safety logistics for downtown events, ongoing

Budget Impact:
There is no impact on the budget as funds for this project were approved for the 2025 fiscal year from the revenues generated by the MSD property tax rate.

Options:
1. Accept the report as presented.
2. Do not accept the report and provide guidance to staff.

Recommended Action:
Staff recommends that Council move to accept the fiscal year 2025 fourth quarter report from the Cool Spring Downtown District as presented.

Attachments:
CSDD Quarterly Report April 1, 2025- June 30, 2025

Cool Spring Downtown District, Inc.
222 Hay Street, Fayetteville, NC 28301
Info@CoolSpringfay.org

QUARTERLY REPORT – FOURTH QUARTER
APRIL 1 – JUNE 30, 2025
SUMMARY

Our organizational efforts align with the City of Fayetteville's goals in the following way:

CSDD Goals	City of Fayetteville Goals
1. Economic Vitality and Development	Goal II – Diverse and Viable Economy
2. Art and Design Enhancements	Goal III – High-Quality Built Environment
3. Promotion and Marketing	Goal IV - Desirable Place to Live, Work & Recreate
4. Special Events and Programming	Goal IV – Desirable Place to Live, Work & Recreate
5. Partnership & Conflict Resolution	Goal V – Sustainable Organizational Capacity
	Goal VI – Citizen Engagement & Partnerships

QUARTERLY HIGHLIGHTS:

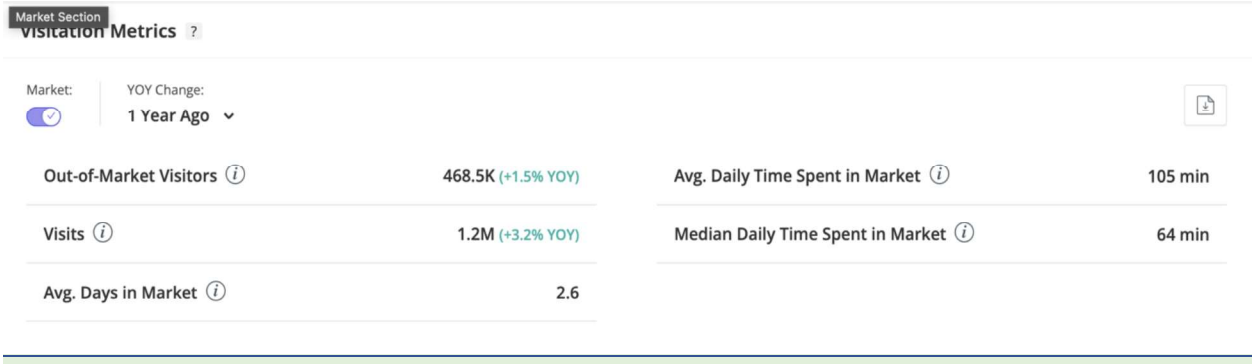
Economic Development: In the FOURTH quarter of the FISCAL YEAR, the district welcomed TWELVE (12) new businesses. This quarter saw SIX (6) businesses close. Since the beginning of the fiscal year, the DISTRICT had a net gain of TWENTY (20) NEW street-level business, celebrating a positive absorption rate. Additionally, we expect THREE (3) new street-level businesses to open soon. See chart below.

The district celebrates several ongoing expansions and new infill projects, representing over 900,000 GSF of new or adaptive reuse construction. See the chart below.

Policy and Advocacy: Interim President/CEO is currently participating in the newly-formed committee being led by city manager, Dr. Hewett, regarding safety logistics for downtown events, ongoing.

Design and Placemaking: In Q4, CSDD added One (1) new placemaking initiative to the district. The Cool Spring Downtown has updated our District Alley for the summer.

Events, Marketing, Visitation: Since the start of the third quarter, the district has welcomed over 1,200,000 visits and 468,500 unique visitors with an average dwell time of 105 minutes. This is an 36.44% increase from the last quarter.



Operations: Since January in Q3, CSDD has been undergoing an executive search for the President/CEO position. We engaged with a highly specialized search agency, Developmental Associates, to manage this process, along with a transition committee of dedicated board members and a staff liaison. That extensive process is wrapping up now, and we expect to have a new President/CEO in place before the end of Q1 of FY25-26.

1. ECONOMIC VITALITY & DEVELOPMENT

NEW BUSINESSES

NEW THIS QUARTER

1. The Precise Process (131 Donaldson Street) – Professional Services
2. Flaminoo Holl'r (450 W. Russell Street, Suite 101) – Events and Expo
3. Bound & Vine (134 Person Street) – Book Store
4. Chapter Book Store (225 Franklin Street) – Book Store
5. House of Jewels (450 W. Russell Street, Suite 102) – Event Space
6. Miracles Barber Training Institute (228 Franklin Street) - Salon School
7. Sandhills Property Solutions (113 Donaldson Street) - Real Estate/Construction
8. Trinity Tattoo (125 Person Street, Suite B) – Tattoo Studio
9. The Traveler (123 Hay Street) - Taproom
10. Simons & Hill Legal Group, PLLC (117 Person Street) – Law Office
11. Sol's Arcade + Taproom (421 Maiden Lane) – 421 Maiden Lane

NEW THIS FISCAL YEAR

12. Maiden Event Center (421 Maiden Lane) – Event space
13. Samuel's Beauty Lounge (314 Hay Street)- Full-service salon
14. Breakfast with Tiffany's (229 Hay Street) – Restaurant
15. DSF Restaurant and Bar (106 Person Street) – Restaurant
16. North/South Brewing (304 Williams Street) – Brewery and Taproom
17. Trench Nutrition (103 Hay Street) – Beverage bar
18. The Livery Event Space AKA "The Warehouse" (226 Donaldson Street). Event Space
19. Floral Oasis (312 Hay Street) – Retail
20. Old Street Tattoo (116 Old Street) – Service
21. Dad Bod Dive Bar (444 W. Russell Street) - Brewery and Taproom
22. The Warehouse (226 Donaldson Street) – Event Space
23. Soul Expressions (229 Hay Street) – Therapy Services

24. Jersey Stylz Barber and Beauty (112 Hay Street) – Barbershop and Beauty Salon
25. Croo Studios (102 Person Street, Suite D) – Professional Studio
26. Zoe Noelle's Princess Spa Event Space (159 Maxwell Street) – Event Space
27. Mondrell's Social Lounge (226 Hay Street) – Lounge
28. The Friend's Table Tiffany's Edition (231 Hay Street) – Restaurant

EXPANDED WITHIN THE MSD

1. LATCH Breastfeeding and Postpartum Wellness Center (131 Person Street) – Health Service

CLOSED

CLOSED THIS QUARTER

1. Down South Family (105 Person Street) - Restaurant
2. Floral Oasis (312 Hay Street) – Flower Shop
3. Lila E Washinton, PLLC (117 Person Street) – Law Office
4. Wells Fargo (200 Green Street) – Bank
5. Excel Service Plus: General Contractor (232 Hay Street) – Contractor

CLOSED THIS YEAR

6. Huske Hardware (405 Hay Street) – Full-Service Restaurant
7. Taproom at Huske (405 Hay Street) – Beverage service
8. The Cave (321 Hay Street) – Wellness Center
9. Day and Night Heating and Air Conditioning (552 Russell Street) – Service
10. Protein Lab (103 Hay Street) – Beverage bar
11. Bright Light Brewing Company (444 W. Russell Street) - Brewery and Taproom
12. Lodestone Antiques (223 W Russell St, Fayetteville, NC 2830) – Retail
13. Momma's Village of Fayetteville (131 Hay Street, Suite 201) – Health Services
14. Breakfast at Tiffany's (231 Hay Street) – Restaurant

OPENING SOON

1. Dad Bod District (229 Hay Street) – Restaurant and Event Space
2. Our Place/The Gathering Place – (114 Hay Street) – Restaurant

NEW INVESTMENTS AND PHYSICAL IMPROVEMENTS CURRENTLY UNDERWAY/COMPLETE

Project Name	Investment	GSF	Status
Segra Stadium	$43,000,000	55,000	Complete
The Residence at Prince Charles	$18,500,000	75,000	Complete
Hay Street Parking Deck	$19,000,000	200,000	Complete
Kress Open Spaces LLC	$2,400,000	10,000	Complete
Downtown Redevelopment Pad	$2,100,000	10,000	Complete
Systel Building Improvements	$600,000	110,000	Complete
100 -block Tyson Investment	$500,000	79,000	Complete
Capitol Encore Academy	$2,000,000	39,000	Complete
~~Crown Complex~~	~~$145,000,000~~	~~123,000~~	~~Underway~~
Festival Park Plaza	$7,100,000	43000	Underway

Ammons Infill Development	$2,000,000	9,000	Underway
Capitol Encore Academy	$7,500,000	32,000	Underway
Southern Pines Brewery	$2,100,000	13,400	Underway
Adams Street Condominiums	$5,000,000	50,000	Underway
County Parking Deck	$33,000,000	50,000	Underway
AIT Building	$1,000,000	68,000	Underway
Kress Building Condos	$2,000,000	20,000	Underway
Total Investment	$292,800,000	986,400	

COSTAR REAL ESTATE ANALYTICS SPECIFIC TO THE MUNICIPAL SERVICE DISTRICT from April 1 – June 30, 2025.

Over the last 12 months, our absorption rate has reduced by -115.4%. This indicates a slowing of real estate transactions and a shift from a seller's market to a buyer's market. We are confident that once critical vacancies are absorbed, such as the Huske Hardware Restaurant and Taproom building, investment risks will be mitigated. One positive trend has been the continuous reduction of our vacancy rate, now 5.4%, which is a 31.07% increase from last quarter.

Key Metrics

Availability	
Vacant SF	106K
Sublet SF	5.4K
Availability Rate	12.2%
Available SF Total	239K
Available Asking Rent/SF	$18.85
Occupancy Rate	94.6%
Percent Leased Rate	94.6%

Inventory	
Existing Buildings	229
Under Construction Avg SF	-
12 Mo Demolished SF	0
12 Mo Occupancy % at Delivery	-
12 Mo Construction Starts SF	0
12 Mo Delivered SF	0
12 Mo Avg Delivered SF	-

Sales Past Year	
Asking Price Per SF	$139
Sale to Asking Price Differential	1.0%
Sales Volume	$3M
Properties Sold	5
Months to Sale	31.2
For Sale Listings	10
Total For Sale SF	177K

Demand	
12 Mo Net Absorp % of Inventory	-0.7%
12 Mo Leased SF	39.4K
Months on Market	5.6
Months to Lease	1.4
Months Vacant	1.4
24 Mo Lease Renewal Rate	-
Population Growth 5 Yrs	2.2%

Note: This information was generated with the Fayetteville-Cumberland Economic Development Corporation (FCEDC) COSTAR Subscription.

Development and Redevelopment.

- Collaborations. Staff actively collaborates with fellow economic development intermediaries, including The Fayetteville-Cumberland County EDC, the Greater Fayetteville Chamber of Commerce, and DistiNCtly Fayetteville. Staff have forged a strong partnership with the office of Community and Economic Development Department and partners with the Downtown Alliance, a business-to-business organization, on bringing the business and residential communities together.
- Resident's Social: In the new fiscal year, we will organize a Residents' Social by renting a booth at Segra Stadium. At our previous gathering, over 40 residents attended.

Retention and Support. Cool Spring Downtown District continues to work on creating resources for new and existing businesses.

- Recruitment and Retention: CSDD works to build momentum to further strengthen the commercial core through assisting in business recruitment and retention efforts. Our efforts include leasing assistance (connecting property owners to potential tenants), conducting surveys, and disseminating downtown research and information, promoting available local, state and federal resources, and working in tandem with our partners to drive pro-urban policy. Some businesses CSDD has recruited include: A Friends Table, Vagabond Coffee, and Pan Sandwiches.

- Downtown Gift Card Program: Since its inception, CSDD has sold over 724 gift cards valued at $35,000. Over 35 businesses participate in the districtwide, all digital gift card.

- Social Districts: HB890 is a bill lobbied for by the NC Retail Merchants Association in the spirit of driving business to retailers in urban cores and expanding a community's the sense of livability. The bill, adopted into law in the fall of 2021, allows Cities and Counties to create "Social Districts" and enable them to ease open-container laws. CSDD manages the social district, distributing free cups to participating businesses. To date, we've given away 50,000 cups, which we estimate has generated nearly $350,000 in sales.

Metrics.

1. Vitality Overview

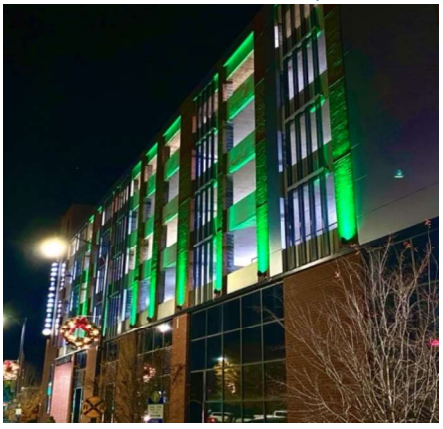
Vitality Quarterly Overview	Q1	Q2	Q3	Q4	YTD
Total new Businesses	4	7	6	12	29
Total Business closures	1	6	2	6	15
Total Expansions or relocations within MSD	1	1	0	1	3
Expected new businesses	3	3	3	2	2

2. ART AND DESIGN ENHANCEMENTS

During this quarter, Cool Spring Downtown District's Ambassador updated the District Alley for the Summer season.

Also, during this quarter, above the entrance of the District Alley we placed a banner that said Fayetteville PRIDE in honor of PRIDE month and encourage visitors to take photos under the entrance and tag our social media using #FayPRIDE.

Cool Spring Downtown District presented the project, Lunasee, to the Corridor Revitalization Committee, where it received support to move forward. Our team firmly believes that lighting the Hay Street Deck, especially given the MUTCD's limited design standards, is the preferable project and would enhance the district's attractiveness while simultaneously improving safety in downtown Fayetteville. With the support of the City, Arts Council, and CSDD's general fund, this project will move forward in two phases. Phase One will add 19 floodlights to the façade of the Hay Street deck, which was installed in December (pictured right). Phase Two, once funded, will add an "art-deco" style splatter to the corner of the deck (pictured left).



Metrics.

1. PLACEMAKING Overview

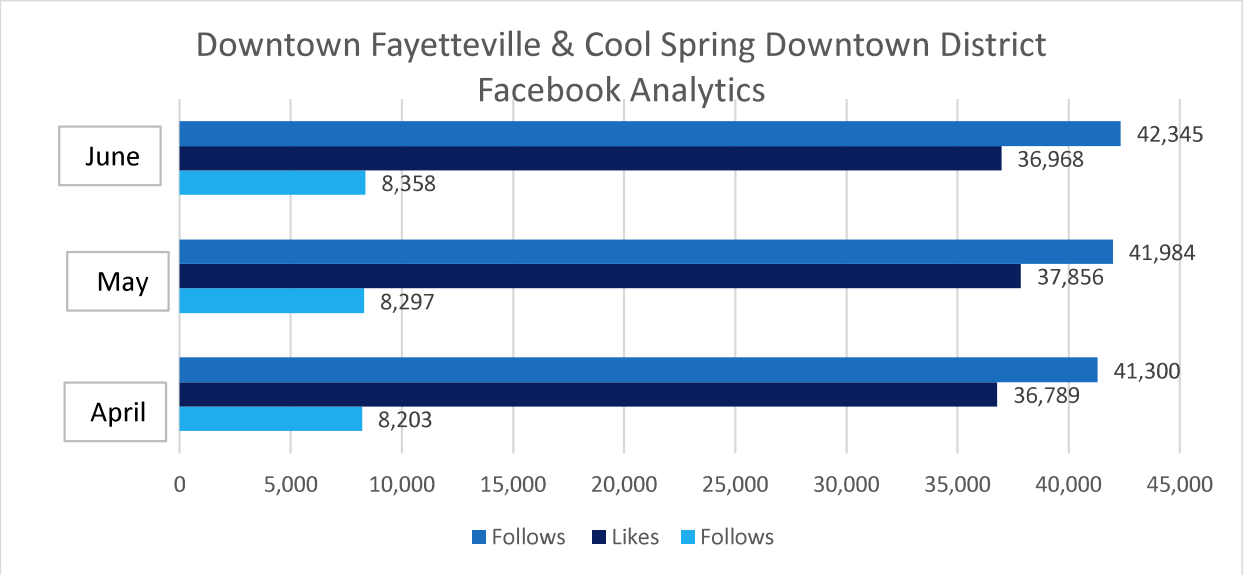
Vitality Quarterly Overview	Q1	Q2	Q3	Q4	TYD
Total PERMANENT Placemaking Initiatives	1	1	0	1	3
Total TEMPORARY Placemaking Initiatives	4	1	1	0	6

3. MARKETING AND EVENTS

Number of monthly social media followers and likes (Facebook, Twitter, and Instagram) at the end of the quarter June 30, 2025.

Facebook:

- Downtown Fayetteville
  - Like: 36,968, an increase of .72% from 36,701 last quarter
  - Followers: 42,345, an increase. 2.88% from 41,159 last quarter
- Cool Spring Downtown District
  - Likes: N/A
  - Followers: 8,358, an increase of 2.25% from 8,174 last quarter

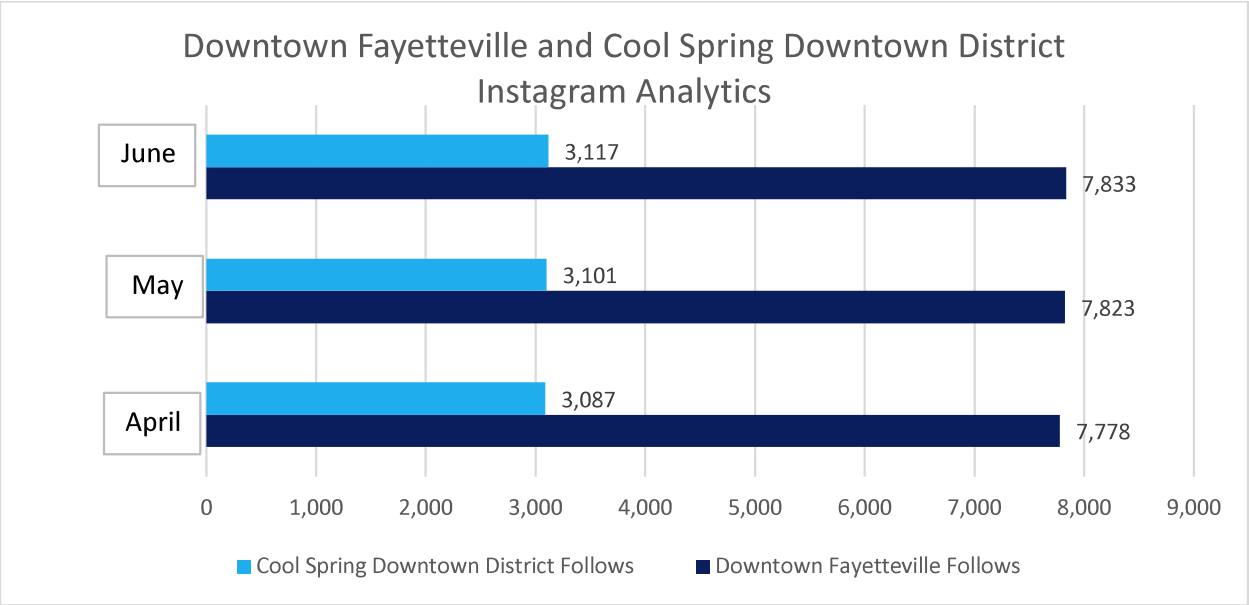


Tiktok

- Downtown Fayetteville
  - Followers: 1,060, an increase of .95%, from 1,050 last quarter
- Cool Spring Downtown District
  - N/A

Instagram:

- Downtown Fayetteville
    - Followers: 7,833, an increase of 1.60% from 7,709 last quarter
- Cool Spring Downtown District
    - Followers: 3,117, an increase of 6.32% from 2,988 last quarter



Email Newsletter:

- Subscribers:
    - 5,895 Subscribers, a decrease of -.47% from the 5,923 last quarter.
- Open Rate:
    - 43% open rate average, an increase of 13.15% from 38% last quarter

Google:

- 3,550 people found Downtown Fayetteville/Cool Spring Downtown District through Google Business, a decrease of -21.54% from 4,525 people last quarter
- 195 people visited the website through Google, an increase of 15.38% from 169 last quarter.

Website:

- 11,149 users visited the Cool Spring Downtown District website, an increase of 21.38% from 9,185 users last quarter.
- 10,674 new users visited the Cool Spring Downtown District website, an increase of 25.37% from 8,514 last quarter.

Cool Spring Downtown District's Events

Date	Event	People Attended (Average)
4/16/25	Joint Quarterly Meeting with Cool Spring Downtown District & Downtown Alliance	50
4/19/25	Hoppin Around Downtown	200
4/23/25	Verses and Rhymes April 4th Friday	5,800
5/23/25	Nerd Market May 4th Friday	9,500
6/14/25	Juneteenth Jubilee: Sovereign	19,000
6/14/25	Juneteenth Jubilee History Tour	90
6/27/25	Health and Wellness June 4th Friday	2,000

Cool Spring Downtown District
"Can Do" Coldwell Banker Private Trolley Rentals

DAY	EVENT
4/8/25	Private Trolley Rental: Wake County Committee
4/19/25	Private Trolley Rental: Wedding
4/24/25	Private Trolley Rental: Capitol Encore Academy
4/26/25	Private Trolley Rental: Fayetteville Symphony Orchestra
6/16/25	Private Trolley Rental: Kimberly Carver

Events Hosted in
the Cool Spring Downtown District Stats

Date	Event	Organizer	People Attended (Average)

4/3/25	Comedy Night Fundraiser	Taste of West Africa	25
4/3/25	Meet the Author	City Center Gallery & Books	
4/4/25	Fayetteville Woodpeckers Opening Night	Fayetteville Woodpeckers	541
4/4/25	Art Meets Life	Poetry N Motion and The Sweet Palette	76
4/4/25	Pectober Day at Dad Bod Dive Bar	Dad Bod Dive Bar	27
4/5/25	Hip Hop Yoga	Therapeutic Solutions and Wellness	223
4/5/25	Reading with Miss Lily	City Center Gallery & Books	3
4/5/25	Fayetteville Latin Dance Social	Taste of West Africa	111
4/5/25	Adult East Egg Hunt	Fascinate-U Children's Museum	59
4/5/25	Ladies Night	Greg's Pottery	11
4/5/25	90s Throwback Party	Dad Bod Dive Bar	46
4/6/25	Sunday Market at the Dive Bar	Dad Bod Dive Bar	92
4/8/25-4/21/25	4th Friday Vendors	Flamingo Holl'r	
4/12/25	Super Science Fest	Fascinate-U Children's Museum	771
4/12/25	Earth Day Run	Go Time	185
4/12/25	Fayetteville Beautiful	City of Fayetteville	190
4/12/25	Hip Hop Yoga with Afro Beats	Therapeutic Solutions and Wellness	47
4/12/25	Finklepop's Fairy Hair	Greg's Pottery	6
4/12/25	Plant Based Connections	Prima Elements Holistic Wellness Center	13
4/12/25	Adult Night	Greg’s Pottery	29
4/12/25	EDM Rave Party	Dad Bod Dive Bar	170
4/13/25	Singing in the Rain	Cameo Art House Theatre	36
4/16/25	Let's get Eggstravaganze	Shop Cursive	16
4/16/25	Aries Birthday Celebration	Shop Cursive	2

4/16/25	Joint Quarterly Meeting with Cool Spring Downtown District & Downtown Alliance	Cool Spring Downtown District & Downtown Alliance	50
4/17/25	Niel Young: Coastal	Cameo Art House Theatre	5
4/18/24	Woodpecker tailgate Party	Dad Bod Dive Bar	21
4/18/25	Shall We Dance	Fayetteville Latin Dance & 226 Warehouse	76
4/18/25	Good Vibes 4th Friday	Dad Bod Dive Bar	36
4/19/25	Easter Egg-Stravagansa	Fascinate-U Children's Museum	306
4/19/25	Hoppin Around Downtown	Cool Spring Downtown District	200
4/19/25	Woodpecker/Fayetteville Roller Derby	Dad Bod Dive Bar	35
4/23/25	Verses and Rhymes April 4th Friday	Cool Spring Downtown District	5,800
4/25/25	Spring Pop-Up Market	The Capitol Encore Academy	42
4/25/25	Donnie Darko	Cameo Art House Theatre	87
4/25/25	Downtown Rodeo: Dogwood	226 Warehouse	
4/25/25	Dogwood Festival	Dogwood Festival	5,100
4/25/25	4th Friday Ladies Night	Dad Bod Dive Bar	15
4/26/25	Dogwood After Party	Dad Bod Dive Bar	34
4/26/25	Reiki Level Training I	Prima Elements Holistic Wellness Center	7
4/26/25	Downdog for Dogwood	Volta Space & Therapeutic Solutions and Wellness	30
4/27/25	Dad Bod Dive Bar Vendors Market	Dad Bod Dive Bar	75
4/27/25	Set up for the Fall Dogwood Festival	Dogwood Festival	69
5/1/25	Decluttering Sale	Downtown Market of Fayetteville	323
5/1/25-5/14/25	Celebrating 20 Years	Shop Cursive	4
5/2/25	Art Meets Life	Poetry N Motion and The Sweet Palette	64

5/3/25	Downtown Rodeo" Magic Edition	226 Warehouse	71
5/3/25	Fayetteville's Really Free Market	Fayetteville Freedom For All	836
5/3/25	May the 4th Be With You	Fascinate-U Children's Museum	64
5/3/25	Fayetteville Latin Dance Social	Taste of West Africa	225
5/3/25	Cinco De Mayo Party	Dad Bod Dive Bar	38
5/3/25	Black Note Collective Live Music	Mondrell's Social Lounge	12
5/9/25	Woodpeckers Tailgate and afterparty	Dad Bod Dive Bar	12
5/10/25	Smooth Jazz with Reggie Codrington	Mondrell's Social Lounge	20
5/10/25	Once Upon A Mother's Day	226 Warehouse	223
5/10/25	Storytime with Miss Lily	City Center Gallery & Books	4
5/10/25	Mother's Night	Dad Bod Dive Bar	19
5/11/25	Mamma Mia	Cameo Art House Theatre	11
5/11/25	Jazzy Sunday	Taste of West Africa	243
5/16/25	Shall We Dance	Fayetteville Latin Dance & 226 Warehouse	222
5/16/25	Vibing with VBJamz	Mondrell's Social Lounge	16
5/16/25-5/17/25	Clue'ville: A Downtown Mystery	Downtown Alliance	200
5/17/25	DARKRED All White Party	226 Warehouse	24
5/17/25	Blazing Saddles	Cameo Art House Theatre	27
5/17/25	Live Band Jazz Collective	Mondrell's Social Lounge	11
5/23/25	Downtown Rodeo	226 Warehouse	43
5/23/25	Nerd Market May 4th Friday	Cool Spring Downtown District	9,500
5/23/25	Summer Pop-Up Market	The Capitol Encore Academy	25
5/23/25	Videodrone	Cameo Art House Theatre	4

5/23/25	Vibing with VBJamz	Mondrell's Social Lounge	4
5/24/25	Fayetteville PRIDE Prom	Fayetteville PRIDE	200
5/24/25	Live Painting with Art Elle	Mondrell's Social Lounge	6
5/24/25	Glowgasm	Dad Bod Dive Bar	125
5/29/25	Downtown Rodeo: Delta Edition	226 Warehouse	152
5/29/25	Ladies Night	Mondrell's Social Lounge	8
5/29/25-5/31/25	Celebrating 20 Years	Shop Cursive	4
5/30/25	Geek'd Up	226 Warehouse	138
5/30/25	Smooth Jazz with Reggie Codrington	Mondrell's Social Lounge	8
5/31/25	Live Music with Pete Everett and The Total Package	Mondrell's Social Lounge	20
5/31/25	Night Club Party	Dad Bod Dive Bar	24
6/1/25	Roman Holiday	Cameo Art House Theatre	19
6/1/25-6/7/25	Pet Appreciation Week	Art-Works & Ink	4
6/4/25	Showtime	Mondrell's Social Lounge	12
6/5/25	King John	Sweet Tea Shakespeare	13
6/6/25	Hasanna Scott's Trivia Night	226 Warehouse	56
6/6/25	Robin Hood	Sweet Tea Shakespeare	13
6/7/25	Detour Slam Team	Poetry N Motion & The Sweet Palette	138
6/7/26	Yoda with Afrobeats a& Hip Hop	Therapeutic Solutions and Wellness	35
6/7/25	King John	Sweet Tea Shakespeare	10
6/7/25	Fayetteville Latin Dance	Taste of West Africa	177
6/7/25	Ladies Night	Gregg's Pottery	17
6/7/25	Live Jazz Band	Mondrell's Social Lounge	6

6/7/25	Fayetteville PRIDE Presents Hedwig and the Angry Inch	Fayetteville PRIDE & Cameo Art House Theatre	134
6/8/25	Ferris Bueller's Day Off	Cameo Art House Theatre	113
6/8/25	Robin Hood	Sweet Tea Shakespeare	42
6/10/25	Safety-Watch Meeting	Downtown Alliance	10
6/11/25	Gemini Birthday Celebration	Shop Cursive	5
6/11/25	Showtime	Mondrell's Social Lounge	21
6/12/25	Adrienne, the Wife of Lafayette	Cumberland County Public Library	31
6/12/25	Robin Hood	Sweet Tea Shakespeare	21
6/13/25	Business Meet and Greet	The Gathering Place	146
6/13/25	King John	Sweet Tea Shakespeare	35
6/13/25	Friday the 13th	Cameo Art House Theatre	31
6/13/25	Vibing with VBJamz	Mondrell's Social Lounge	13
6/13/25	Gothic Glam	Dad Bod Dive Bar	54
6/13/25	Live Music with Pete Everett and The Total Package	Mondrell's Social Lounge	55
6/14/25	Cigar and Rose Afterparty	226 Warehouse	68
6/14/25	R&B Paint Party	226 Warehouse & Black Canvas	149
6/14/25	Holistic Meetup and Tea	Winterbloom Tea	29
6/14/25	Adult Night	Gregg's Pottery	19
6/14/25	Juneteenth Jubilee: Sovereign	Cool Spring Downtown District	19,000
6/14/25	Juneteenth Jubilee History Trolley	Cool Spring Downtown District	90
6/15/25	Field of Dreams	Cameo Art House Theatre	10
6/19/25	Author Event	City Center Gallery & Books	34
6/19/25	Author Event	City Center Gallery & Books	14
6/19/25	King John	Sweet Tea Shakespeare	20

6/20/25	Fayetteville After Five:	Dogwood Festival	1,000
6/20/25	Summer Solstice Tattoo Event	Art Work & Ink	16
6/20/25	Robin Hood	Sweet Tea Shakespeare	22
6/21/25	Purple Rain at the Camep	Cameo Art House Theatre	509
6/21/25	PRIDE Tattoo Event	Art-Works & Ink	20
6/21/25	Reading with Miss Lily	City Center Gallery & Books	3
6/21/25	Wuzzy Wonderland	Dad Bod Dive Bar	33
6/22/25	Classical Connections	Fayetteville Symphony Orchestra & Gilbert Theater	50
6/24/25	Fayetteville Woodpeckers	Fayetteville Woodpeckers	75
6/25/25	Showtime	Mondrell's Social Lounge	5
6/26/25	Robin hood	Sweet Tea Shakespeare	10
6/26/25	Love Island Watch Party	Dad Bod Dive Bar	12
6/27/25	4th Friday on the lawn	The Gathering Place	17
6/27/25	Fayetteville Woodpeckers	Fayetteville Woodpeckers	217
6/27/25	Vibing with VBJamz	Mondrell's Social Lounge	6
6/27/25	Health and Wellness June 4th Friday	Cool Spring Downtown District	2,000
6/27/25	Summer Pop-Up Market	The Capitol Encore Academy	26
6/27/25	Bourbons Blush and Bling	Flamingo Holl'r	6
6/27/25	4th Friday at The Sip Room	The Sip Room	57
6/27/25	Downtown Rodeo	226 Warehouse	81
6/27/25	Texas Chainsaw Massacre	Cameo Art House Theatre	12
6/27/25	4th Friday at Taste of West Africa	Taste of West Africa	27
6/27/25	4th Friday at the Dive Bar	Dad Bod Dive Bar	24
6/28/25	Live Music with Pete Everett and The Total Package	Mondrell's Social Lounge	13
6/28/25	Finklepott's Fairy Fair	Gregg's Pottery	10

6/29/25	Fayetteville Woodpeckers	Fayetteville Woodpeckers	69
6/29/25	The Office Trivia	North South Brewing	33

4. PARTNERSHIPS, ORGANIZATIONAL SUPPORT, AND CONFLICT RESOLUTION

Clean Street is a voluntary, fee-based waste management program serving Cool Spring Downtown District businesses. Billing and maintenance are managed by Cool Spring Downtown District, with quarterly invoicing for participants. To date, Clean Streets provides commercial sanitation services for 25 businesses. As new businesses join the downtown district, they are encouraged to participate in the Clean Streets program, to reduce the number of individual roll carts in the district and keep our sidewalks and alleyways clean and safe.

Currently, we offer three locations for downtown entities to utilize for trash disposal and recycling: Franklin Street (across the street from 208 Franklin St), which provides a Verti Pak trash compactor and cardboard recycling, 301 Franklin Street, which houses two 8-yard dumpsters and glass and cardboard recycling, and newly-completed Otis Jones Parkway located behind 116 Person Street. That project was completed in December 2024 and will began operations in January 2025.

ESTIMATED TOTAL TRASH REMOVAL:

Type of Canister	Estimated Waste	Number of Weekly Pickups	Number of Weeks	Estimated Impact of waste removed
Verti Pak (8 yards)	Estimated 80 lbs/yd	3x weekly	52	100,000lbs
Cardboard (8 yards) (x 2 receptacles)	75 lbs/yd	2x weekly	52	125,000lbs
Dumpster (8 yards)	1600 lbs	3x weekly	52	250,000lbs
Estimated Total Waste Removed FY24 (June-July)				475,000 lbs

- Property Database. Ongoing - Cool Spring staff maintains a database to provide current listings of available properties and track business and residential populations within the MSD. This database of available properties is provided by CoStar by the Fayetteville-Cumberland County Economic Development Corporation (FCEDC).

Liaison between Downtown stakeholders and local government

- Construction. Cool Spring will continue liaising between the City and Downtown Stakeholders to mitigate effects of road closures during public and private construction efforts.
- Small businesses and City service staff. Cool Spring continues to serve as the liaison and information conduit between downtown stakeholders and City staff to facilitate better relationships, more understanding, and increased effectiveness for both City and businesses. To this end, we participate in Parks and Recreation's Special Events Committee, Parking Committee. We also work closely with Traffic Engineering, Parks & Recreation, and Construction employees to ensure that stakeholders are made aware of planned activities that may impact them and to help City departments identify the best times to perform these projects with the least impact on businesses. CSDD also receives committee updates from the Planning Commission, Zoning Commission, Historic Resource Commission, and the Technical Review Committee.

Metrics

1. Percentage of downtown merchants satisfied with the support provided by Cool Spring Downtown District. Over 400 People responded to a survey organized by CSDD.
2. *Number of direct interactions provided to downtown district to resolve issues or complaints: Estimated 30 +*
    - Cool Spring often receives complaints related to parking, construction, road closures, and politics. Staff is available daily to hear the concerns of merchants, property owners, and visitors. Our efforts to mitigate the challenging effects of revitalization are helpful and provide a safe place for the community to express itself

AMBASSADOR UPDATE:

Thanks to funding from the City of Fayetteville, our two Ambassadors work collectively in the Municipal Service District, averaging about 60 hours. Additionally, we are pleased to report that we moved one of our Ambassadors to an FTE. Their accomplishments include the following:

Physical Environment:

- 40 of the 90 Hurley pots and Street Poles have been treated and repainted.
- 450 New plants have been installed in the Hurley pots and maintained.
- Conducted maintenance and detailing of Trolley interiors.
- re-strung and re-enforced the lights and maintained assets in the District Alley
- Responded to over 40 calls from business owners concerning safety.
- 12 New Recycling bins sited and installed.
- Over 2000 LBS of cedar mulch were placed in tree beds and raised planters.
- Increased plant watering (we purchased a mobile watering device and 200-gallon drum).
- Purchased a golf cart and trailer to improve the ability to water plants and maintain litter patrol.
- Addressed issues related to homelessness, panhandling and unlawful behavior.
- Daily litter street sweeps which includes removing 120 bags of trash from the Downtown District.
- Assisted Residents with various tasks from finding Downtown Businesses, escorting visitors to their vehicle, and assisting with paid parking.
- Weekly dumpster maintenance.
- Programmed lights monthly on the Hay Street Lighting Deck with themed colors.
- Submitted 15+ FayFixIt reports for Downtown maintenance.
- Interact regularly with the Fayetteville Police Department, liaising between residents, visitors, business owners, our Police Department, and unlawful citizens to maintain safe and clean streets.
- Removed 20+ grafitti from the downtown parking decks
- Reported over 20+ street lights out on the FayFixIt app.

Homelessness/Panhandling/Illegal Activity

- Regularly engage with homeless population to redirect them to services.
- We have filed twelve police reports for downtown.
- Redirected over 35 people/incidents panhandling this quarter
- Work with downtown merchants to ease concerns about indecent exposure, street preaching, littering, and panhandling.

- Met with Homelessness and Mental Health Officers from Fayetteville Police Department to better understand services offered.
- Interact with Downtown Police presence to ensure the public's safety.
- Created a database of persons of interest with repeat incidents.

Meetings/Events:

- Attended Monthly merchant stakeholder group meeting.
- Attended bi-monthly Community Watch meeting.
- Provided event support for the following events:
    - ALL 4th Friday events
    - Hoppin' Around Downtown
    - Juneteenth Jubilee: Sovereign
    - Quarterly Merchant Meetings

Cool Spring Downtown District Investors FY24

Corporate Donors:

- ABC11/Disney
- Metronet
- Healy Wholesale
- Systel
- Callahan and Rice
- Turner Lane
- Lumbee Guaranty
- Blue Ridge Power
- Blashfield Signs
- Truist
- LaFayette Ford
- Village Family Dental
- Crown Complex

Media Partners:

- ABC11
- Beasley Broadcasting
- CityView Magazine
- Fayetteville Business Journal
- 104. 9
- WIDU
- Cumulus Media Group

Public Donors:

- The City of Fayetteville and contributors to the Municipal Service District
- Fayetteville Public Works Commission
- Arts Council of Fayetteville/Cumberland County
- Cumberland Community Foundation
- The Downtown Alliance

- DistiNCtly Fayetteville
- Fayetteville Technical Community College
- Methodist University
- Fayetteville State University

City of Fayetteville

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

City Council Action Memo

File Number: 25-4823

Agenda Date: 8/11/2025 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 10.03

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

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

FROM: **Chris Lowery, Strategic and Performance Analytics Manager**

DATE: **August 11, 2025**

RE:

City Manager's Update - City Council Agenda Item Requests

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal I: Safe and Secure Community
Goal II: Responsive City Government supporting a diverse and viable economy
Goal III: City Investment in Today and Tomorrow
Goal IV: Desirable place to live, work and recreate
Goal V: Financially sound City providing exemplary City services
Goal VI: Collaborate citizen and business engagement

Executive Summary:

The City Council members submitted and approved 10 City Council Agenda Item Requests from April 2025 to June 2025 and 22 since July 2024. The Office of Strategic & Performance Analytics (SPA) tracks each item from its approval to completion. This summary is intended to highlight each City Council Agenda Item Request and provide a status of these approved items.

Background:

City Council members are authorized to submit requests to staff through an adopted Code of Conduct. The *Mayor and City Council Protocol and Code of Conduct - #115.15* was adopted by Council on April 8, 2013. The City Council adopted these protocols to guide the City Council with the appropriate process of engaging with staff. Within the protocol and code of conduct, there are four categories listed, each with protocols defined:

- City Council Requests for Information from Staff
    - Protocol 1 - Simple Information
    - Protocol 2 - Complex Information or Research

    - Protocol 3 - Question on Agenda Item
    - Protocol 4 - City Council Request for Lobbying or Legislative Advocacy
    - Protocol 5 - City Council Request of PWC for information
- City Council Service Request from Citizens
    - Protocol 6 - Citizen Service Requests
- City Council Staff Expectations
    - Protocol 7 - City Staff Response Time
    - Protocol 8 - Public Meetings Held by Staff
- City Council Interactions
    - Protocol 9 - Communication among Mayor and City Council
    - Protocol 10 - Council Work Session Policy
    - Protocol 11 - Council Member Request to Add Agenda Items

Protocol 12 - Council Modification of Existing Agenda

Issues/Analysis:

The Council Agenda Request Tracker accompanies this memorandum. The attachment provides the requestor, Agenda Request, Council Direction, Status, and Time Analysis of return.

Budget Impact:

None

Options:

City Council accepts the administrative report for public record.

City Council does not accept the report and provides guidance to staff.

Recommended Action:

City Council accepts the administrative report for public record.

Attachments:

7-24-25_CMO-Council Request Tracker_FY25.pdf
6-30-25_CMO-Council Request Tracker_FY25_ACCOMPLISHED.pdf

Total # of Council Items	38
Total # Accomplished	30
Total % Accomplished	79%
Last Updated:	6/25/2025

CMO / COUNCIL REQUEST TRACKER (CRT)

CRT ITEM	Meeting (TYPE)	Consensus Date (OFFICIAL)	Item Title (OFFICIAL)	Requestor (OFFICIAL)	Item Directive (OFFICIAL)	Item Phase	Status	Updates	Time to Completion (MONTHS)
YES	Work Session	3/3/25	**Key to the City Request**	Mario Benavente	Council Member Benavente presented this item to gain consensus from Council to present a Key to the City to the recipient.	**Accomplished**	✓	3/4/25 - The agenda item for final approval has been added to consent for the 13th. Once we have a date for presentation, staff will take the key to be framed. **3/14/24** - item taken to council as consent item and approved. Item is slated to be presented to receipent at the April 28th meeting. Item considered closed.	**0**
YES	Work Session	4/7/25	**Proposed Expansion of down payment assistance program**	Mayor Mitch Colvin	Council directed staff to engage in conversation and bring item back to the May worksession with suggested changes and answers to questions.	**Accomplished**	✓	4/17/25 - Item to be presented at the May 5, 2025 work session 5/6/25 - Item presented at the May work session. Item to come back to Council at a May regular meeting. **5/13/25** - Item presented as Consent item at the 5.12.25 meeting and accepted by Council. Item considered closed by staff.	**1**
YES	Work Session	2/3/25	**City Park Renaming Request**	Lynn Greene	Consensus of the Council was to initiate the process to change the park name and send to the Fayetteville-Cumberland Parks & Recreation Advisory Commission for review and recommendation.	**Accomplished**	✓	2/24/25 - Email sent to the Chair of the advisory board. Item to go before the advisory committee at their March 11th meeting. This item will then come back with a recommendation in the form of a report to the City Clerk. Item will also be scheduled for a Public hearing potentially in April. **4/14/25** - Item was presented to Council with a public forum. Item was approved by City Council unanimously for the park name change to Haymount Park at Woodrow.	**2**
YES	Work Session	1/7/25	**Red-Light Camera Program**	Derrick Thompson	CM Thompson presented this item to direct staff to research and looking into reinstating the red-light camera program.	**Accomplished**	✓	1/8/25 - Item assigned to staff. 1/22/25 - Meeting held with Wilmington Traffic Engineer on 1/22/25 to discuss Wilmington's Program and received guidance and advice, as well as in-person meeting held with NCDOT District & Senior Asst. District Engineer's to discuss encroachments, right-of-way requirements, and history of previous red-light program. 1/28/25 - Staff is working to schedule meetings with 3 vendors to receive quotes and to determine cost-estimates. Staff is also reviewing historic files and awaiting files from NCDOT for encroachment permits. 2/24/25 - Admin report planned to come to Council as admin report at the 3/10/25 meeting. **3/14/25** - item sent to council as an admin report on 3/13. Council accepted the admin report with the recommendation to not pursure restarting the program until the litigation is done. Wilmington is still in litigation about the red-light camera program. This itemis considered closed until all pending litigation is settled.	**2**
YES	Special Meeting	5/5/25	**Youth Programing Pilot**	Mayor Mitch Colvin	Bring back pilot program with budget to implement	**Accomplished**	✓	6/2/25 - June 9th structured program that city offers as well as new programming (city sponsored / hosted events) **6/10/25** - Item was presented to Council at the June 9th regular meeting. Item was accepted and approved by Council. Item is considered closed.	**1**
YES	Work Session	11/4/24	**Ghost Guns**	Courtney Banks-McLaughlin	CM Banks-McLaughlin presented this item to direct staff to develop a resolution to federal and state partners to show our support in regulation of ghost guns.	**Accomplished**	✓	11/5/24 - Staff is researching as developing a resolution that will be sent to our federal and state partners. 11/21/24 - Item will be folded into the legislative agenda to be discussed with both the state and federal partners. 12/10/24 - Resolution drafted and will be presented to Council at the Jan. Work session. 1/7/25 - Item presented as part of the State/Federal Action plan and the resolution will come back at the Jan. Regular meeting. **1/14/25** - Item was brought to Council at the Jan regular meeting. Item was voted on and approved by Council. Item will be sent to delegation. Item considered closed by staff.	**2**
YES	Regular Meeting	10/7/24	**Driving Equality Laws**	Mario Benavente	Council Member Benavente presented this item to direct staff to move this item forward to the next work session to have speakers come and speak.	**Accomplished**	✓	10/21/24 - Item slated to come to Council at the November work session **11/4/24** - Item was presented at the Nov Work Session. Item will be sent to the committee to review recommendations. If suggestions come forward from the committee, they will be brought back to City Council for review/approval. Item is considered closed by staff.	**0**
YES	Work Session	9/3/24	**Innovation district**	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to review what an innovation district would look in Fayetteville and how to create one. Bring back research to City Council.	**Accomplished**	✓	9/4/24 - Staff is researching innovation districts and looking at effective ones. 9/23/24 - A working group of staff from several departments has been formed, and we expect to have information for Council at the December 2024 work session. 12/3/24 - Item was presented at the December work session. Presentation was accepted and will be moving forward as a item in the strategic planning retreat. Staff will be getting options for a consultant to help Council determine our structure. 12/17/2024 - Preliminary discussion with Mayor Colvin, ACM Jodi Phelps, Robert Van Geons, and Jennifer Baptiste. This meeting discussed tactics in advance of the partners meeting scheduled for 12/19/2024. 12/19/24 - Partners meeting lead by Mayor Colvin. Partners include Methodist University, Fayetteville State University, Fayetteville Technical Community College, Cumberland County Schools, Cumberland County Government, PWC, etc. The partners agreed to carry the discussion to their respective boards to garner support. Mayor Colvin discussed the idea of having a professional firm like Brooks Institute come in and provide guidance to the City. The group agreed to meet again on January 30th. **1/31/25** - Meeting led by Mayor Colvin with potential external partners (FSU, Methodist University, Distinctly Fayetteville, Fayetteville PWC, FCEDC) to review a proposal from Economic Leadership, LLC for the implementation of the Next Gen Workforce Program. Several key potential partners were not in attendance. A future meeting will be scheduled for attendance by all key potential partners to finalize the contract with Economic Leadership. FCEDC will be the second party to the contract with Economic Leadership, and will be the lead agency moving forward. Staff work on this item is complete.	**4**
YES	Work Session	8/5/24	**Creation of CIP fund for City property ownership**	Derrick Thompson	Council Member Thompson Presented this item to direct staff to create a CIP fund for City property ownership vs rentership with options at lease renewals.	**Accomplished**	✓	8/6/24 - Staff is working on this request and will follow up with a response to Council. 9/9/24 - This will be an admin report for the 9/23 meeting so we're still working with the Interim CFO on this. **9/24/24** - Item was sent to Council through admin report. Item was not pulled for discussion. Item is considered closed.	**1**
YES	Work Session	8/5/24	**Release of Body Camera and IPWDA Report Re: K9 unit video**	Mario Benavente	Council Member Benavente Presented this item to direct the legal staff to work to petition the court to have the body camera and IPWDA report released of the K9 unit video.	**Accomplished**	✓	8/6/24 - Item will be brought back to City Council at regular meeting for vote to petition the court to release the video. 8/13/24 - Item was brough back to 8/12 regular meeting. Council voted to have staff petition the courts for release of body cam footage. Staff is drafting petition to send to Cumberland County Courts. 9/9/24 - Complaint will be filed week of 9/9/24. **9/25/24** - The court was petitioned but the judge denied the request to release the information on 9/1/24. Item is considered closed.	**1**
YES	Regular Meeting	6/24/24	**Establishing a Sentinel Event Review process and approach partnerships to help establish**	Mario Benavente	Council Member Benavente presented this item to direct staff to approach partnerships to help establish a sentinel event review process for the City of Fayetteville.	**Accomplished**	✓	6/25/24 - Item was assigned to staff. CAO will lead up this initiative. 12/9/24 - the CAO has conducted research and is preparing a presentation for Council. The item will be presented during the Jan. 6th work session. An implementation timeline will depend largely on direction from Council. **1/7/25** - Item was presented to Council at the Jan work session. Item was discussed but failed in vote to move forward with developing the Concept. Item considered closed.	**6**
YES	Work Session	5/6/24	**All-America City Marketing**	Mayor Mitch Colvin	Directed staff to promote more around the city of All-America city awards, particularly around banners.	**Accomplished**	✓	5/7/24 - Staff to work on proposals and actions to increase All-America city award marketing with emphasis on Banners. 5/20/24 - Staff is working on the Banner policy revision to accomplish this task.6/17/24 - Staff is working to order banners and fulfill request.8/6/24 - staff has identified design and a few locations for the banners. Some locations need hardware to be mounted and has been ordered. Details are currently being worked out with PWC to help move this along. 9/9/24 - The banners are on order and staff is awaiting a proof from the company to approve. Anticipate having the banners to be completed 2-3 weeks after approval of the proof. MarComm and P&R are working on securing banner hardware. Recommended company doesn't have enough in stock so staff is exploring other options to expedite. 10/8/24 - The banners and hardware have been received. Parks and Rec and Facilities hae been notified to facilitate installation. **10/15/24** - 20 Banners are up along Hay Street. There are a few banners in reserves in case of fading, rips, tears, etc.	**5**

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CMO / COUNCIL REQUEST TRACKER (CRT)

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YES	Work Session	4/1/24	**Amusement Park Information**	Brenda McNair	Council Member McNair directed staff to work with FCEDC to do a presentation to Council on the benefits of an Amusement Park downtown, with potential partners (report to be presented by May 2024).	**Accomplished**	✓	4/9/24 - Staff is coordinating with FCEDC to provide context to the Amusement Park item, and potential opportunities for FCEDC to return to Council in May work session for discussion.5/7/24 - Staff to work / setup meeting with various partners (Ex: CVB, TDA, Crown Complex, County, cool springs, Arts Council, FCPR) to determine if there is interest in item or to complete study for amusement park or attraction. Reach out to Consultant that FCEDC proposed with tiered approach. Bring item to City-County liaison meeting. 5/10/24 - Staff has worked with a consultant to receive proposal for feasibility study. Proposal received on 5/10/24. 6/20/24 - Staff is reaching out to potential partners/stakeholders to schedule an amusement park interest meeting. The goal is to discuss feasibility of the project and how this item could be accomplished. Also to determine a level of interests from partners/stakeholders. Potential partners/stakeholders include: CVB, TDA, Crown Complex, County, cool springs, Arts Council, FCPR, the chamber, City staff, and FCEDC.7/9/24 - Stakeholder meeting schedule for late July. Potential item for city county liaison meeting. Council will be updated following stakeholder meeting. **8/13/24** - Item was brought back to 8/12 regular meeting as admin report after City-County liaison meeting. Item was pulled for vote to bring back to work session. Item died on a 4-6 vote. item considered closed.	**4**
YES	Special Meeting	5/5/25	**Ordinance Implementation Strategy**	Mayor Mitch Colvin	Bring back implementation strategy with budget to implement	**Accomplished**	✓	6/2/25 - June 9th Enforcement and implementation process to be presented. **6/10/25** - Item was presented to Council at the June 9th regular meeting. Item was accepted and approved by Council. Item is considered closed.	**1**
YES	Work Session	1/2/24	**Vape Shops**	DJ Haire	Council Member Haire presented this item to direct staff to review the County Ordinance pertaining to Vape Shops and report back to Council with findings.	**Accomplished**	✓	2/27/24 - Item was on Feb work session but was pulled. Item is ready when Council determines. 4/18/24 - Item will be on the 4/22 regular meeting agenda item. 4/22/24 - Item sent to Council as a Administrative report. Item pulled to be brought back to the May 6th work session. 5/7/24 - The following details will be addressed while sending back to the Planning and Zoning commission for the May 21st meeting: • Guidelines on classification of convenience store vs tobacco/hemp shop • definition for principal use, square footage or % (similar to state/fed guidelines) to add to amendment. • What is hemp and what are the issues of hemp? • Should hemp products be included in the Vape Model? Item to potentially be back before council at public hearing on June 24th. 5/20/24 - Planning Commission to hear proposed text changes May 21, 2024. Then to City Council for consideration. 6/17/24 - Planning commission need additional time to discuss. 7/29/24 - Item is being reviewed from a legality standing point by the CAO. 8/13/24 - CAO is revieing and preparing to have a legal opinion for the planning commission by end of August. 8/28/24 - Received legal opinion in response to the Planning Commission's question of the legality regarding distance requirements for specific uses. 9/9/24 - On 9/17/24 Planning Commission will meet again to discuss and potentially make a recommendation to City Council. 10/8/24 - Item is scheculed for council at the 10/28 regular meeting for public hearing. **10/29/24** - Item was presented to City Council at the 10/28 regular meeting. Council voted 7-3 to approve item with the text amendment that changes from 1,500 to 1000ft distance. Item considered closed by staff.	**9**
YES	Work Session	10/2/23	**Co-Op Grocery Store**	Mario Benavente	Council Member Benavente presented this item to direct staff to bring back an analysis for a Co-Op grocery store in the Murchison rd. corridor with potential partners and collaborators.	**Accomplished**	✓	10/3/23 - Item has been reviewed by staff. Staff is working to research request and bring back to Council. 10/9/23 - Staff is looking at a consultant to bring back a proposal for this request. 10/23/23 - Staff is researching request and preparing memo to go to Council at Nov 13th Regular meeting 11/14/23 - Item requested by Council to move item to Future Work Session. 12/4/23 - Staff is working to bring back a presentation to council in First Quarter of calendar year. 1/23/24 - Admin report has been submitted, to be placed on a work session. 2/26/24 - Item on hold until more information is collected. Will then be brought back to Council 4/1/24 - Staff presented information at April Work Session. Next steps are to receive Choice Neighborhood "short list" notification in April/May, and then HUD will complete site visit in June/July. Awaiting further Council direction. 6/6/24 - Item will be brought back within the context of the choice grant. 8/27/24 - City did not receive the Choice grant. Staff will make a recommendation to include what the City can do to incentivize a small grocer, and where/how people in the area currently get their groceries. Item to be wrapped up in the 9.5.24 special meeting. **9/9/24** - Item was presented at the 9/5/24 special meeting. Section 108 funding will be coming back to Council for further discussion and review. Additionally, we will continue to explore the potential for securing a grocery store as part of our second application for the Choice Neighborhood Grant.Item is considered closed and will be rolled into the next Choice neighborhood grant process.	**13**
YES	Special Meeting	8/16/23	**EveryTown for Gun Safety**	Mario Benavente	During the Public Safety Special Meeting on 8/16/23, consensus was given for staff to spend time reviewing EveryTown for Gun Safety ordinances at the municipal level.	**Accomplished**	✓	8/17/23 - Staff reviewing information for recommendations. 9/15/23 - Memo received from CAO concerning signage from everytown gun violence. Admin report to be submitted to Council in October 23rd regular meeting. 10/24/23 - Item was voted to be moved as an upcoming Nov. Work Session Item. 11/7/23 - Item was presented at the work session. Council directed staff to take the next steps toward seeking voluntary participation from local gun vendors/businesses, on the recommendations provided by EveryTown USA; also for CAO to check with external sources on the appropriateness and legality of the endeavor. 12/12/23 - CAO researched and reported to Council we could not do exactly what they wanted but would follow through on offering to community partners for them to initiate an education factor. 1/3/24 - In the execution phase. Working with Chamber for Lunch and Learn 6/17/24 - Chamber selecting date for late summer / fall. 9/15/24 - Coordinating between chamber and NC against gun violence. 10/21/24 - Chamber reviewing for possible lunch & learn in December **11/4/24** - The additional education piece has been offered/suggested to Chamber and also as joint programming between Human Relations and FPD and will be operationalized. Item considered closed.	**14**

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YES	Special Meeting	8/16/23	**Legal Crime Deterrent Opportunities in Partnership with Housing Authority**	Mayor Mitch Colvin	During the Special Meeting around Public Safety on 8/16/23 the Mayor asked for Legal to explore opportunities to partner with H.A to determine ways that we could require them to monitor crime and put stipulations in place if they receive Gov. funding. Bring back to Council ideas for implementation.	**Accomplished**	✓	9/5/23 - City Attorney Office researching and providing legal guidance. 10/9/23 - The CAO has spoken to a FMHA housing manager about the housing authority's current policies regarding guests, monitoring vehicles on the property and parking enforcement. The CAO is currently reviewing the funding & sub-recipient agreements the City has with FMHA as well as the applicable laws and the tenants' rights & protections to evaluate whether the City can incorporate provisions to encourage enforcement of gun violence deterrent tools into those agreements. 11/9/23 - CAO is still in review of the funding and sub-recipient agreements that the City has with FMHA and applicable laws and tenants' rights/protections; Ongoing review. 1/23/24 - The City does not have any funding/sub-recipient agreements with the FMHA through which the City could include provisions to address crime monitoring. CAO is awaiting a call back from the attorney for the FMHA to explore partnership opportunities. City attorney plans to get more information from the Mayor about the White House Office of Gun Violence Prevention so that information can be incorporated into this item. 2/27/24 - Staff updated Mayor on findings and he will provide staff with additional information about what he had in mind as to partnering with housing authority on this matter before staff meets with attorney for housing authority. 4/2/24 - CAO is preparing and refining final report. CAO anticipates item will be ready for April 8th regular meeting as an Administrative Report to Council. 4/8/24 - Council pulled item, admin. report to come back to May Work Session. 5/7/24 - Staff will work on addressing two follow up details: • breakdown of Calls for services (Types and locations) and • Analysis on comparison of FMHA (138 properties) vs City (62,000+ homes) in crime rate. 6/17/24 - The PD staff is gathering the data on the calls for service for crimes that occurred on FMHA-owned properties. Staff is working to gather the data points similar to those presented to Council during the PD quarterly report. 8/13/24 - Admin report at Sept regular meeting regarding follow up information from PD. 9/9/24 - CAO waiting for data presentation from PD data personnel. CAO plans to email additional information to Council members. **9/23/24** - Additional information emailed to Council on 9/23/24. Item is considered closed.	**13**
YES	Work Session	8/7/23	**Special Forces Memorial Park**	Johnny Dawkins	MPT Dawkins Presented this item to direct the legal staff to work with Special Forces to develop an agreement for the two parcels of land at a cost of one dollar ($1.00) for a period of 99 years.	**Accomplished**	✓	8/8/23 - City Attorney Office reviewing agreement options. 10/9/23 - The CAO met with the Special Forces Memorial Park representatives on September 18, 2023. The attorney for the group, Parker Lee, is going to send a draft lease agreement to the City so the CAO and CMO can review. The CAO, Finance and the ACMs will meet on October 16, 2023, regarding the funding. The CAO requests that Finance confirm in writing that there is not a problem with the monies received from the state. 11/9/23 - CAO is in the process of review and 'redlining' the draft lease from the Special Forces group's attorney. 12/4/23 - Staff sent the redlined agreement back and is waiting on a response. 1/23/24 - The CAO previously sent a working draft to the attorney for the Special Forces Museum group. No response has been received. 2/27/24 - CAO has completed review of the second round of edits from Special forces attorney. Will brief Mayor and MPT this week on draft lease. 3/19/24 - Still working on negotiating the lease. Will request a closed session to brief Council when practical. 4/15/24 - CAO sent latest draft MOU to the special forces foundation attorney and are waiting to hear back on April 10th. 5/21/24 - Staff awaiting feedback from the special forces foundation. 5/22/24 - CAO emailed SFF attorney on May 21st to follow up on draft MOU that was sent to SFF in March. 8/13/24 - No status change. 9/9/24 - No change 11/7/24 - PRM will present to Council during the December work session regarding the VPII expansion and the funding currently available. A decision will need to be made on moving forward with plans that remain within the original project scope. **12/3/24** - An agreement with SFF has been created and shared with the relevant parties. Council has directed staff to proceed with constructing a concept plan using the available funds. If and when a third party expresses interest in using the site, we will coordinate with the third party and Council accordingly.	**15**
YES	Work Session	8/7/23	**Special Use Permit Ordinance**	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to research the number of items it takes to necessitate a Special Use Permit and report back with findings.	**Accomplished**	✓	8/8/23 - Staff researching. Item to come back to November work session as an agenda item. 11/3/23 - Item requested to be moved to January at the request during Mayor/MPT meeting. 12/4/23 - Adding to prepared staff report with recommendations for removing all SUPs, assigning 14 to Zoning Commission & retaining 14 for City Council; adding the full table of current SUPs 1/23/24 - Slated for February Work Session item 2/6/24 - Item presented at WS and approved by Council to be sent to the Planning Commission 2/13/24 - Planning Commission to receive insight at February meeting and officially review in March. 3/19/24 - Item to be reviewed by Planning Commission starting March 20. May go through a few cycles then bring back to Council. 5/20/24 - Planning Commission to hear proposed text changes May 21, 2024. Then to City Council for consideration. 6/17/24 - Presented to Planning commission. Potential Return to City Council work session in August. 7/29/24 - Item has been moved to the future Work Session, potentially October 9/9/24 - Scheduled for 10/7 work session 10/8/24 - Item was moved to the November Work session 11/4/24 - Item was preseted at the November Work session. Council voted 7-3 for staff to finalize the text admendments and bring back to Council for a consensus vote at Nov. 25th regular meeting. **11/25/24** - Item was present ot council at the 11/25/24 meeting and passed. Item is now considered closed.	**15**
YES	Work Session	6/5/23	**Unaccompanied Minors in City Facilities**	Kathy Jensen	Council Member Jensen presented this item to direct staff to research and provide a proposed policy regarding unaccompanied minors in City facilities.	**Accomplished**	✓	8/8/23 - Staff completing research on best practices and North Carolina State Law. Admin report forthcoming in September. 9/25/23 - Item was voted to be moved to an upcoming Work Session. 11/6/23 - Item scheduled for Jan. Work Session. 1/2/24 - Presentation given to Council with consent to accept the information given. During the January Work Session Council directed the item be taken to the Parks & Recreation Advisory Board for discussion and a recommendation for submission back to Council. 2/27/24 - Item was presented to the PRM Advisory Board during their February 6th meeting. Currently awaiting advisory boards recommendations. 4/9/24 - Recommendation from PRM Advisory board sent to City Clerk's office on 3/25/24. 4/18/24 - Item to be reviewed again by staff after recommendation received from PRM advisory board. 6/17/24 - Admin report potentially back to Council at Aug regular meeting. 7/30/24 - Report has been received from PRM Advisory Board and will be presented to council during a regular meeting in August. 8/13/24 - Item to come back to councils 8/26 regular meeting as an admin report. **8/27/24** - Item was sent to Council at the 8/26 regular meeting as an admin report. Not questions or comments and item was not pulled. Item considered closed.	**14**

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YES	Work Session	5/1/23	**Develop an Office of Community Safety and Mental Health**	Kathy Jensen	Council Member Jensen presented this item to direct staff to add this item to the Budget Parking Lot; for one dedicated person to identify and centralize, and to develop an Office of Community Safety and Mental Health.	**Accomplished**	✓	8/8/23 - The City is accepting the Director of the Office of Community Safety position applications. When the successful candidate is selected, Staff will return to the City Council to plan desired outcomes and functions of the OCS. 12/21/23 - Offer extended to qualified candidate - Candidate declined offer. On hold, plan to meet with council to discuss moving forward. 4/1/24 - Staff OCS project team has begun researching and compiling data on current services offered by the City, the County, and other community entities, gaps in services, projected OCS cost, and recommendations for implementation of the OCS. A preliminary report will be created and presented. 4/26/24 - Staff OCS project team presented data to City Council during special meeting. 4/30/24 - Public safety summit was held on 4/30 to discuss development of OCS and determine community partners. 5/20/24 - First budget meeting was held to discuss OCS and currently funded activities that relate to OCS as well as new $ for OCS. 6/17/24 - Following budget adoption - follow plan for alternative response and filling of OCS director. 8/27/24 - 2 job descriptions for the OCS has been created. Working with HRD staff to edit and classify the jobs. 9/9/24 - 1 job current posted for recruitment with another job expected to be posted the week of 9/8/24. 9/23/24 - 2 jobs are now posted and both are accepting applications. **10/28/24** - Staff is narrowing down the list for our pre-interview questionnaire for Director position. Staff will get candidate list and send out questionnaire and begin phone screen interviews. Staff will then select 4-6 candidates for an assessment center and on-site interview. Item is considered closed by Staff. Item is operationalized and staffing / jobs are being advertised and is being hired based on approved City Budget.	**17**
YES	Work Session	4/3/23	**Festival Park Operations**	Mayor Mitch Colvin	Mayor Colvin presented this item to direct staff to research ways to maximize the use of Festival Park by the outsourcing of programs and maintenance; the potential additional events, not to interfere with the regular local events.	**Accomplished**	✓	5/3/23 - Staff is researching and developing language for RFP. Meeting scheduled for May 25th. 8/15/23 - Goals established. Initial outreach efforts to contact potential 3rd party vendor did not yield successful results. Another push for reaching out is underway. 11/27/23 - No responses. RFP was reviewed and based on recommendations changes are to be made to ensure to get qualified responses. 12/4/23 - RFP has been drafted, awaiting feedback. to be posted for 45 days at first of the year. Should close around beginning of February. 2/6/24 - The Procurement office received (2) RFPs on Friday, February 2nd. Staff is actively reviewing proposals. 4/1/24 - Staff has an interview scheduled for the 3rd week in April with the Oakview group. 4/18/24 - Oak View Group (OVG) provided a presentation to staff on Tuesday, April 16th. Staff preparing an Administrative Report for the City Council. 6/4/24 - Item presented at the June Work session. Council has request that the consultant come back to a future meeting to have a conversation. 7/9/24 - Staff meeting with Consultant in July to confirm their interest with moving forward to make a presentation to Council. 8/13/24 - Final items / documentation has been sent to OVG. Staff in communication with OVG to ensure they are still in agreement to move forward. 9/9/24 - Staff is currently working with OVG to confirm dates for them to speak at an upcoming City Council Work Session. 10/8/24 - Discussing with OVG, if they are going to honor the proposal, staff will schedule for Dec. work session. 11/26/24 - Team will be discussing this item at the Mayor/MPT meeting. 12/10/24 - Staff is reviewing deed restrictions and environmental encumbrances to understand any site limitations that may exist. Staff and OVG will determine improvements needed, environmental feasibility, and total costs for Festival Park to attract larger shows as a regional venue. 1/28/25 - Item such as restrictions and enviroment encumbrances from Parks & Rec and Real Estate to be collected and sent to OVG by Procurement. **2/24/25** - Email with the restrictions and enviroment encumbrances sent to OVG. Item considered closed until further direction from City Council or OVG.	**22**
YES	Special Meeting	5/5/25	**PD Technology Capability Expansion**	Mayor Mitch Colvin	Bring back report on PD technlogy and budget summary	**Accomplished**	✓	6/2/25 - June 9th Item has been briefed on May 12th, Council added to the budget parking lot of $1.6M. **6/10/25** - Item was presented to Council at the June 9th regular meeting. Item was accepted and approved by Council. Item is considered closed.	**1**
YES	Work Session	3/6/23	**Resource Support for 3-Mile ShotSpotter Radius**	Mario Benavente	Council Member Benavente presented this item to direct staff to assess the unique needs of the neighborhoods within the 3-mile radius, and report back to full Council the exact type of support needed to improve conditions in that area. Whether it is with rental assistance, job security, childcare needs, infrastructure improvements.	**Accomplished**	✓	3/15/23 - Jeff Morin with ECD is completing data analytics based on census data information and will providing additional information to staff for the coverage areas where ShotSpotter will be installed. 5/3/23 - Presented to Executive team, provided bullet list of things ECD can expand or market to these areas. ShotSpotter has been renamed as Sound Thinking. 6/13/23 – The last request for ECD was to send materials to Jeff Yates who was leading this effort. ACM Yates will speak with the executive team. Presentation printed out for City Manager to review. Awaiting input from CM to move forward. 8/17/23 - Memo prepared and sent to City Manager. Item discussed at the special meeting around Public safety on 8/16/23. Will be brought back to Council WS in September. 9/5/23 - Request from CM Benavente during WS for staff to get a quote to research and complete a study for qualitative data in the 3 areas for ShotSpotter. 10/9/23 - Staff has included this research with UNCC cost of Gun Violence study. 11/2/23 - Finalizing scope to be sent back to UNCC for agreement, should be complete around Jan. 3/19/24 - The agreement is with UNCC for legal review and will be signed as soon as it is returned. Update with Cost of Gun Violence item. 4/1/24 - Kickoff meeting scheduled for April 15th at 10am with UNCC. **6/17/24** - Study underway with anticipated completion in spring of 2025. Contract was executed on: 6/7/24. Item is considered closed by Staff. Any subsequent action from study will be new items.	**15**
YES	Work Session	2/6/23	**Cost of Gun Violence in Fayetteville**	Mario Benavente	Council Member Benavente presented this item to direct staff to move this item forward; the study to include input/formation from the Health Care Providers, Schools, and Courts.	**Accomplished**	✓	3/15/23 - City Staff was directed to look into the cost of gun violence in our city. This would be an RFQ to look into the factors of gun violence and the associated cost. 5/3/23 - RFP will post on Monday May 8th 5/16/23 - RFP posted. The Cost of Gun Violence in Fayetteville RFP is due date is Jun 23, 2023. 8/8/23 - This item will need to be placed back out to bid as the one consultant that responded has not replied with additional information that was requested. 8/17/23 - Staff will be reviewing possible options for this type of study including a partnership with Harvard Bloomberg. 9/5/23 - Staff met with UNCC Urban Institute - to discuss Quantifying the economic and social costs associated with gun violence in Fayetteville and inform policy options and strategies to advance violence prevention. They will be preparing a Scope of work for their research process, expect SOW in 1 month. 10/9/23 - Draft SOW received from UNCC and currently being reviewed by Staff. 11/2/23 - Finalizing scope of work to be sent back to UNCC for agreement, should be complete around Jan. 3/19/24 - The agreement is with UNCC for legal review and will be signed as soon as it is returned. 4/1/24 - Kickoff meeting scheduled for April 15th at 10am with UNCC. **6/17/24** - Study underway with anticipated completion in spring of 2025. Contract was executed on: 6/7/24. Item is considered closed by Staff. Any subsequent action from study will be new items.	**16**
YES	Regular Meeting	12/9/24	**Wrecker Services Permit and Regulations**	Mayor Mitch Colvin	Staff to research whether statues allows or grants licensing/certificate to wrecker services and whether the City can adopt ordinance to regulate those that provide services in the City of Fayetteville.	**Accomplished**	✓	12/10/24 - CAO is researching this item and will send back response and findings to Council. 1/14/25 - Staff is conducting research and plan to bring back to Council at the second regular meeting in Feb. 2/6/25 - CAO is preparing research and plan to bring response back to Council at the second regular meeting in Feb as admin report. 2/24/25 - Item was sent to Council at the 2/24/25 meeting. Ordinance will come back to Council at future meeting. 4/7/25 - Item will be on the 5/12 consent agenda. **5/13/25** - Item presented as Consent item at the 5.12.25 meeting. Item was pulled and accepted by Council. Item considered closed by staff.	**5**

Total # of Council Items	38
Total # Accomplished	30
Total % Accomplished	79%
Last Updated:	6/25/2025

CMO / COUNCIL REQUEST TRACKER (CRT)

CRT ITEM	Meeting (TYPE)	Consensus Date (OFFICIAL)	Item Title (OFFICIAL)	Requestor (OFFICIAL)	Item Directive (OFFICIAL)	Item Phase	Status	Updates	Time to Completion (MONTHS)
YES	Work Session	6/6/22	**Support of an Aquatic Center**	Courtney Banks-McLaughlin	Council directed staff to engage in conversations with the County and School Board regarding construction of an Aquatics Center.	**Accomplished**	✓	6/28/22 – Staff is preparing to begin discussions this summer 8/24/22 - Still in progress; staff coordinating meetings with community partners. 9/9/22 - Discussions are ongoing with community partners. 1/19/23 - Staff is diligently working with County, Schools, and other partners to research interest and partnership possibilities. 3/15/23 - No update. This Item considered closed until city-county liaison meeting is restarted, resources are available or renewed interest from potential partners. 4/24/24 - item is considered reopened. Letter sent from Fayetteville-Cumberland Parks & Recreation Advisory Commission to potential partners (Fayetteville City Council, Cumberland County Commissioners, Cumberland County Board of Education, DistiNCtly Fayetteville Board of Directors) on 4/24/24. Potentially bring item to City-County liaison meeting. 7/9/24 - Staff has engaged with community partners gauging their interest in discussing partnership in aquatic center. Discussing in August or September with the two primary partners (Cumberland county and public schools).Schools have confirmed interest in discussing. County has been asked if they would be interested in discussing. 8/6/24 - Item presented at the City-County Liasion meeting. Item to come back to Council at regular meeting as Admin report. 8/13/24 - Requested minutes from the City-County Liasion meeting sent to Council. **8/27/24** - Minutes from meeting were sent to Council. County is taking lead on moving with item. Item is considered closed until movement by County.	**26**
YES	Work Session	1/7/25	**Council Travel - Council Appreciation Gift Funding**	DJ Haire	CM Haire presented this item to direct staff send item to policy committee to bring back options to Council on the allocation of the funds. (No longer related to Travel Budget)	**Accomplished**	✓	1/14/25 - Item was discussed at the Council Policies Review Committee on 1/9/25. Consensus of the Committee was to request $6,500.00 ($650.00 per elected official) for Community Relations Appreciation purposes to be placed in the next budget cycle. To be addressed during the upcoming Budget meetings. Item tocoun be sent back to Council based on consensus of committee. 4/17/25 - Per the email correspondence dated March 6, 2025, this item has been removed as a line item from the budget. It remains pending and will be reconsidered upon direction from City Council during the upcoming budget session. **5/29/25** - Item was discussed during the budget worksession and was passed to add the item to the FY26 recommended budget. This item is considered closed being that the item is not approved in the working budget.	**4**
YES	Work Session	4/1/24	**Free Bus Fares for Elderly and Disabled Residents**	Brenda McNair	Council Member McNair and Council directed staff to ensure equity impact of providing free fares for elderly and disabled residents, is included in Transit's current equity study. Post-study, staff will bring back analysis results and look for Council to take-action on free bus fares for elderly and disabled residents.	**Accomplished**	✓	4/15/24 - staff is finalizing the contractual details with the consultant and hope to have the study underway soon. 5/20/24 - Contract for fare study has entered the contract routing review process. 7/29/24 - Contract is still being finalized and working through details. Expected kickoff within 30-45 days. 9/9/24 - Study has not started due to closing out other items that consultant has been tasked with. Hopeful to start study in October. 10/26/24 - Fare equity study has started for Transit. 11/4/24 - The Fare/Service Equity Analysis that is currently underway. We will have more information once we receive the DRAFT report from our consultants (February) 2/24/25 - Item expected to come to Council at the April WS. 4/8/25 - Item with findings was presented at the April work session. 4/17/25 - Financial impact to be discussed during the first budget work session **5/20/25** - Council did not approve a fare increase, and as such, we are unable to offer free fares exclusively for Paratransit services. Providing fare-free service to one group of riders but not others would raise equity concerns and could be considered discriminatory under current policy and regulatory guidelines. This item is now considered closed by staff	**13**

Total # of Council Items	38
Total # Accomplished	30
Total % Accomplished	79%
Last Updated:	7/24/2025

CMO / COUNCIL REQUEST TRACKER (CRT)

CRT ITEM	Meeting (TYPE)	Consensus Date (OFFICIAL)	Item Title (OFFICIAL)	Requestor (OFFICIAL)	Item Directive (OFFICIAL)	Item Business Case (WHAT IS THE CAUSE / ISSUE?)	Item Phase	Status	Next Steps	Next Steps (DATE)	Staff Owner	Co-Owner/s	Updates	Time Open (MONTHS)
YES	Work Session	6/3/25	**Downtown Fire District Update**	Mayor Mitch Colvin	Mayor Colvin presented this item to have staff bring back more information in regards to the Downtown fire district.	**Review the fire code in the 2nd fire district. Is this still necessary and is it stifling growth and implementing more restrictions.**	90 Days		**August 21st Policies Review Committee meeting**		Dr. Jerry Newton		6/3/25 - Item received by staff. **6/25/25 -** Item was heard and discussed by the Council Policies Review Committee on June 24th. Item to be reviewed at the August 21st Policies Review Committee meeting under "New Business".	**2**
YES	Work Session	6/3/25	**Reconsider the Historic District Location**	Mayor Mitch Colvin	Mayor Colvin presented this item to have staff bring back more information in regards to the Historic district.	**Are we taking advantage of the economic benefit and historic tax credits and is there an ROI for Fayetteville.**	90 Days		**August 21st Policies Review Committee meeting**		Dr. Jerry Newton		6/3/25 - Item received by staff. **6/25/25 -** Item was heard and discussed by the Council Policies Review Committee on June 24th. Item to be reviewed at the August 21st Policies Review Committee meeting under "New Business".	**2**
YES	Work Session	5/5/25	**Policy for Accepting Real Property**	Kathy Jensen	CM Jensen presented this item and directed staff to bring back a policy on the City/Council accepting donated property.	**Mayor ProTem was presented with an offer for the City to receive real property. There is no official policy on how this was to take place from a legal standpoint.**	90+ Days		**CAO to draft policy and bring back to Council in October.**		CAO		5/6/25 - Item received by CAO. 6/10/25 - Item has been sent to the Policy Committee and will be reviewed at the June 17th meeting. **6/18/25 -** Item has been tabled until October meeting to be discussed with 155.1 and 155.2.	**2**
YES	Special Meeting	5/5/25	**Special Event Safety & Bag Policy**	Mayor Mitch Colvin	Bring back event and bag policy with budget to implement	**After recent events, what are initiatives that we can implement to help keep our youth and residents safe.**	90+ Days		**Sept. WS**		Brook Redding		**6/2/25 -** Will return to the Sept. Work session.	**2**
YES	Special Meeting	5/5/25	**CrimeStopper**	Mayor Mitch Colvin	Bring back mechanism of agreement and contract	**After recent events, what are initiatives that we can implement to help keep our youth and residents safe.**	90+ Days		**Sept. WS**		Brook Redding		**6/2/25 -** Will return to the Sept. Work session.	**2**
YES	Work Session	4/7/25	**Carnival permit**	Mayor Mitch Colvin	Mayor Colvin presented this item and directed staff to research what, if any, regulations could be placed on Carnival for security.	**Protecting the City as well as residents and visitors who come to Carnivals/events within the City.**	90+ Days		**Bring item back to August regular meeting**		Dr. Jerry Newton		4/17/25 - Item to be an Admin Report on the May 12, 2025 Regular City Council Meeting or potentially presented at the special called meeting on public safety. 5/6/25 - Item potentially at the May regular meeting in conjunction with other safety measures discussed by Council at the Safety Special meeting 5/13/25 - Item will be coming back to Council at the May 27th regular meeting. 5/27/25 - item was on the May 27th meeting and was pulled for the June Work Session. **6/3/25 -** Item was presented at the June Work Session. Item will be brought back to Council at the August meeting.	**3**
YES	Work Session	2/3/25	**Permitting Performance Review**	Mayor Mitch Colvin	Consensus of the Council was to gather additional information regarding the permitting process, and then to bring back options for a comprehensive third-party review of the City's permitting processes.	**Do an independent analysis of the Cities permitting process to check against other municipalities for development friendliness**	90+ Days		**RFP Released**		ACM Kelly Olivera		2/24/25 - Staff is research item and will bring back options to Council for conducting a 3rd party review of the Permitting process. 3/6/25 - Staff has made contact with The American Institute of Architects, and forwarded the information they provided to the Mayor. Staff has also reached out to McKinsey & Company to get information regarding the services they provide and costs. 4/17/25 - to be an Admin Report on the April 28, 2025 Regular City Council Meeting 4/29/25 - Item was sent to Council at the April 28th meeting as an admin report. No action taken at the meeting. 6/9/25 Council appropriated $500,000 for a consultant to perform this review. **7/24/25 -** RFP released with a close date of 8/14/25	**6**
YES	Work Session	1/7/25	**Bike Lane Code Update**	Mario Benavente	CM Benevente presented this item to direct staff to research current bike lane code vagueness and bring back recommendations.	**Review Bike lane code for vagueness with recommended changes.**	90+ Days		**Bring back to Council in September**	**Mar-25**	Sheila Thomas-Ambat	Brian McGill CAO (Moses)	1/8/25 - Item assigned to staff.1/28/25 - Staff has determined the miles and feet of bike lane and MU lines across the city. Legal has provided information from NCDOT on bike lanes definition. Staff will review Charlotte and Greensboro Code of Ordinance to see how they word their allowances and restrictions. 2/24/25 - Item expected to come back for Council at the June WS. 6/3/25 - Item was presented at the June work session. Item passed and will be brought back to Council at a June 23rd regular meeting. **6/24/25 -** Items was presented at the June 23rd meeting. Item was tabled. Item to come back in September.	**6**