City of Fayetteville

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

Meeting Agenda - Final

City Council Regular Meeting

Monday, August 10, 2026 | **6:30 PM** | **Council Chamber**

1.0 CALL TO ORDER

2.0 INVOCATION

The invocation will be offered by Dr. Gregory Perkins, Associate Pastor of Mount Pisgah Missionary Baptist Church

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0A CONSENT AGENDA

7.0A1 26-0490 Approve Meeting Minutes:
June 11, 2026 - Special
June 12, 2026 - Special
June 15, 2026 - Special
June 17, 2026 - Agenda Briefing
June 22, 2026 - Discussion of Agenda Items
June 22, 2026 - Regular
June 25, 2026 - Special
June 30, 2026 - Special
July 8, 2026 - Special

Recommendation: Approve the draft minutes.

7.0A2 26-0541 Approve Work Session Start Time from 3:00 p.m. to 2:00 p.m.

Recommendation: Approve the change to the Work Session start time from 3:00 p.m. to 2:00 p.m.

7.0A3 26-0544 Adoption of the Recommended FY 2027 Strategic Plan

Recommendation: Staff recommends that City Council accept and adopt the recommended FY 2027 Strategic Plan as presented.

7.0A4 26-0475 Authorizing the City Manager to Acquire the 11.8 Acre Parcel and the 3.21 Acre Parcel Located off Aviation Parkway

Recommendation: Staff recommends that City Council proceed with the property acquisition and adopt a resolution authorizing the City Manager to execute all related documents necessary to acquire the parcels.

7.0A5 26-0388 Adopt Resolution Declaring the City of Fayetteville a North Carolina Military Host City (MHC)

Recommendation: Option 1: Approve the resolution as presented.

7.0A6 26-0462 Approve P26-24 - A request by Rishi Shah of ResComm Real Estate LLC and Joe Godwin of Godwin Engineering representing Joo Lee of DJYL Properties LLC to rezone the ± 7.23 acres at 3100 Tallywood Drive (0427021446000) from Conditional Mixed Residential 5 (MR-5/CZ) to Mixed Residential 5 (MR-5)

Recommendation: The Professional Planning Staff and Zoning Commission recommend that the City Council APPROVE the request as presented - to rezone the approximately 7.23 acres at 3100 Tallywood Drive from MR-5/CZ to MR-5.

7.0A7 26-0463 Approve P26-25 - A request by Naphasorn Reyes of BLC Group Home to rezone the ± 0.46 acres at 8424 King Road (9484886353000) from Agricultural-Residential (AR) to Single Family 15 (SF-15)

Recommendation: The Professional Planning Staff and Zoning Commission recommend the City Council APPROVE the request as presented - from Agricultural-Residential (AR) to Single Family 15 (SF-15) for the approximately 0.46 acres located at 8424 King Road.

7.0A8 26-0466 Approve P25-54: A request to rezone property at 2002 Hope Mills Rd (0416122757000), consisting of 0.24 acres and owned by Isauro Ramirez and Migdal Perez Sanchez from Single Family Residential 10 (SF-10) to Neighborhood Commercial (NC). (Tabled from November 12, 2025)

7.0A9 26-0346 Authorization to Execute a Professional Service Contract for the Design of College Lakes Dam Improvements

Recommendation: Council authorizes the execution of a professional services contract in the amount of $1,658,000 for the design of the College Lake Dam Improvements to the consulting firm Schnabel Engineering South, PC.

7.0A10 26-0411 Authorization to Execute a Professional Service Contract for the FY27 Citywide Stormwater Asset Inventory and Condition Assessment

Recommendation: Council authorizes the execution of a professional services contract in the amount of $2,000,000 for survey data collection of the City's Municipal Separate Storm Sewer System (MS4), in support of the City's NPDES Permit requirement to develop, update, and maintain an inventory of MS4 components to the consulting firm Freese and Nichols.

7.0A11 26-0545 Adopt Ordinance for Blanton Road Speed Limit Reduction from 35 mph to 25 mph

Recommendation: Adopt the ordinance revision to reduce the speed limit of Blanton Road, pursuant to City Council direction on August 03, 2026.

7.0A12 26-0535 Adopt a Resolution Supporting Skyeton, Inc., formerly identified as Project Odesa and Authorizing an Application for a $500,000 North Carolina Department of Commerce Building Reuse Grant

Recommendation: Staff recommends that City Council adopt the attached resolution supporting Skyeton, Inc. and authorize the City Manager to submit the $500,000 North Carolina Department of Commerce Building Reuse Grant application and execute all required application documents.

7.0A13 26-0538 Adopt Budget Ordinance Amendment to Make Technical Correction and Align Fiscal Year (FY) 2026-27 Ordinances with Authorized Funding and Update Project Budgets

Recommendation: Staff recommends that the Council adopt Budget Ordinance Amendment 2027-1 and 2027-3.

7.0A14 26-0164 Adopt Special Revenue Fund Project Ordinance Amendment to Appropriate Funding for Big Cross Creek Trail Projects

Recommendation: Staff recommends Council adopt Special Revenue Fund Project Ordinance Amendment 2026-1 as presented.

7.0A15 25-4875 Adoption of Special Revenue Fund Project Ordinance to Appropriate the Governors Crime Commission State Crisis Intervention Program & Community Violence Intervention and Prevention Grant Award

Recommendation: Staff recommends that Council adopt Special Revenue Fund Project Ordinance 2027-1 as presented.

7.0A16 26-0427 Accept the Juvenile Restitution Program Grant Awarded by the North Carolina Department of Public Safety and Adopt the Special Revenue Fund Project Ordinance to Appropriate Funds

7.0A17 26-0519 Adopt Capital Project Ordinance to Appropriate Federal Transit Administration Grant NC-2026-040

7.0A18 26-0531 Accept and Appropriate Federal Aviation Administration (FAA) Grant (Airport Improvement Program 61), Authorize the City Manager to Execute the Grant Agreement with the FAA, and Adopt a Capital Project Ordinance to Appropriate Grant Funds for Taxiways F & G Rehabilitation and execute construction contracts

Recommendation: Staff recommend Council accept Rehabilitation of Taxiways Foxtrot and Golf, accept AIP 61, amend work authorization, adopt BOA 2027-2, and authorize the City Manager to execute the Agreements.

7.0A19 26-0530 Authorize the City Manager to enter into a contract with Cruz Master LLC in the amount of $693,713.00

Recommendation: Authorize the City Manager to enter into a contract with Cruz Master LLC.

7.0A20 26-0508 PWC - Approve Recommendation to Reject All Bids for - Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the recommendation to reject all bids for Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way.

7.0A21 26-0509 PWC - Approve Recommendation to Reject All Bids for - Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the recommendation to reject all bids for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C.

7.0A22 26-0522 PWC - Approve Sole Source Request - Specific Water Meters, Chambers and ERTs

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the sole source request to purchase specific water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL IOUSG CUSTSER, 8 FLG OMNI T2 METER, M520M-FI-TC-X-E-MI IP PIT WID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks in the amount of $243,455.94 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A23 26-0511 PWC - Approve Bid Recommendation - Construction Award for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the construction award recommendation for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility to T. A. Loving Company, Goldsboro, NC the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,991,500.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

7.0A24 26-0514 PWC - Approve Bid Recommendation - Grading for the Point of Delivery 5

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the construction award recommendation for Grading for the Point of Delivery 5 to BMCO Construction, Inc., Lumberton, NC, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,370,000.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

7.0A25 26-0516 PWC - Approve Bid Recommendation - Two (2) 230KV SF6 Gas Breakers for POD 5

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the service award recommendation for Two (2) 230KV SF6 Gas Breakers for POD 5 to Siemens Energy, Inc., Orlando, FL, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $477,800.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its service.

7.0A26 26-0524 PWC - Approve Bid Recommendation - Lift Station 33 Cargill Lift Station Structural Repair

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the construction award for Lift Station 33 Cargill Lift Station Structural Repair to Charles R. Underwood, Inc., Sanford, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,535.25 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

7.0A27 26-0525 PWC - Approve Bid Recommendation - Relay Control Switchboards

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the purchase award recommendation for purchase of Relay Control Switchboards to Schweitzer Engineering Laboratories, Inc., Pullman, Washington, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,698.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A28 26-0526 PWC - Approve Bid Recommendation - Ames Street 24-Inch Valve Replacement

Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the construction award for Ames Street 24-Inch Valve Replacement to T. A. Loving Company, Goldsboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $534,750.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

7.0B ITEMS PULLED FROM CONSENT

8.0 STAFF REPORTS

8.01 26-0487 Receive the FY26 Yearend Strategic Performance Report

Recommendation: City Council accept the FY26 Yearend Strategic Performance Report.

9.0 PUBLIC HEARINGS (Public & Legislative Hearings)

9.01 26-0485 TA26-01 - Unified Development Ordinance (UDO) Text Amendments: Telecommunications and Data Storage Facilities (Data Centers)

Recommendation: The Planning Commission and Professional Planning Staff recommends that the City Council adopt Option 1, which involves the approval of the amendments as written.

10.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing cityclerk@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 10, 2026 - 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.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0490

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A1

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

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

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

DATE: **August 10, 2026**

RE:
Approve Meeting Minutes:
June 11, 2026 - Special
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June 25, 2026 - Special
June 30, 2026 - Special
July 8, 2026 - Special

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV: The City of Fayetteville will continue to have a collaborative citizen and business engagement base

Executive Summary:
The Fayetteville City Council conducted meetings on the referenced dates during which they considered items of business as presented in the drafts.

Background:
The draft minutes are from the meeting held on the above-mentioned dates.

Issues/Analysis:
None.

Budget Impact:
None.

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

Recommended Action:
Approve the draft minutes.

Attachments:
Nine sets of draft minutes

FAYETTEVILLE CITY COUNCIL
CONTINUATION OF JUNE 4, 2026
SPECIAL MEETING MINUTES
LAFAYETTE CONFERENCE ROOM, CITY HALL
JUNE 11, 2026
10:00 A.M.

Present: Mayor Mitch Colvin (departed at 12:40 p.m.)

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3) (arrived at 10:24 a.m.); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7) (departed at 12:08 p.m.); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Financial Officer
Tyffany Neal, Transit Director
Rose Rasmussen, Internal Audit Director
Gerald Newton, Development Services Director
Andrew LaGala, Airport Director
Sheila Thomas-Ambat, Public Services Director
Christopher Cauley, Economic and Community Development Director
Taylor Floyd, Budget and Evaluation Director
Jerry Clipp, Human Resources Director
Byron Reeves, Deputy Public Services Director
Brian McGill, Public Services Assistant Director
Michele Brooks, Interim Budget Director
David Scott, Communications Manager
Andrew Mansell, Senior Assistant to the City Manager
Kimberly Toon, Assistant Chief Financial Officer
Amanda Mott, Assistant Chief Financial Officer
Jennifer Ayre, City Clerk
Members of the Press

This is the continuation of the June 4, 2026, Special City Council Meeting.

1.0 RECONVENE THE JUNE 4, 2026, SPECIAL MEETING

Mayor Colvin reconvened the meeting at 10:07 a.m. and Council Member Ferguson offered the invocation.

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

2.0 ITEMS OF BUSINESS

2.1 Fiscal Year 2027 Recommended Budget Discussion

Mayor Colvin stated this is the continuation of the June 4, 2026, meeting and stated the goal is to continue to work through the budget to include the parking lot list and the Capital Improvement Plan (CIP) projects. Mayor Colvin stated projects in the parking lot should fit within one of the five strategic priorities to help prioritize each category and create a fair way to determine what initiatives receive funding. Mayor Colvin reviewed the potential savings in vacancies, close-out projects, CIP projects, and the contract for the Stadium View project. Discussion ensued.

Consensus of City Council was a budget with no tax increase. Council Members Ferguson, Greene, and McMillan were opposed to the consensus motion.

Discussion ensued regarding which one-cent and two-cent tax increase projects would be removed without a tax increase, recurring and one-time projects, vacancy savings, cost of living, salaries, 401k, catalyst site one, reallocated capital funding from closed-out projects, fleet

maintenance, current CIP debt, subsidized parking, transfers to the transit fund, infrastructure maintenance, project lifecycles, sidewalks, street and intersection improvement projects.

Mayor Colvin recessed the meeting at 11:51 a.m. Mayor Colvin reconvened the meeting at 12:07 p.m.

MOTION: Council Member Hondros moved to excuse Council Member McNair.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

City Council completed an exercise reviewing which items should be funded from the one and two cent tax increase list.

Discussion ensued regarding how to review the one-cent and two-cent tax increase funding list versus the parking lot funding list.

MOTION: Mayor Pro Tem Thompson moved to excuse Mayor Colvin.
SECOND: Council Member Ferguson
VOTE: UNANIMOUS (9-0)

Dr. Douglas Hewett, City Manager, stated the revenues do not support the vital services. The recommended one-cent and two-cent tax increases are needed, but a lower priority than the core needs of the departments. If there is no tax increase, the base budget will need to be adjusted.

Discussion ensued regarding the funding needs and requirements for the Stadium View project. Ms. Lachelle Pulliam, City Attorney, stated Mr. Flotz met with members of staff and indicated that he would not need the full $5.7 million in the upcoming fiscal year, and will need it in 12 to 18 months. There may be some funding needed this coming fiscal year to complete restoration work. Additionally, Mr. Flotz is anticipating a loan from the City as part of the financial stack for the project. Once the City issues the loan commitment letter, a loan agreement will follow, and we are currently waiting on Mr. Flotz.

Consensus of City Council was to remove the Makers Space project, stormwater improvements , and the parking lot infrastructure updates, for a total of $450,000.00 for Fiscal Year 2027. Council Member Ferguson was opposed to the consensus motion.

3.0 ADJOURNMENT

Consensus of City Council was to recess the meeting until Friday, June 12, 2026, at 10:00 a.m. in the Lafayette Conference Room.

The meeting recessed at 1:43 p.m.

Respectfully submitted,

_____	_____
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
061126	

FAYETTEVILLE CITY COUNCIL
CONTINUATION OF JUNE 4, 2026, RECONVENED
SPECIAL MEETING MINUTES
LAFAYETTE CONFERENCE ROOM, CITY HALL
JUNE 12, 2026
10:00 A.M.

Present: Mayor Mitch Colvin

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5) (arrived at 10:12 a.m.); Derrick Thompson (District 6); Brenda McNair (District 7) (arrived at 10:06 a.m.); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Willie Henry, Chief Information Officer
Tiffany Murray, Chief Financial Officer
Tyffany Neal, Transit Director
Rose Rasmussen, Internal Audit Director
Gerald Newton, Development Services Director
Andrew LaGala, Airport Director
Christopher Cauley, Economic and Community Development Director
Taylor Floyd, Budget and Evaluation Director
Byron Reeves, Deputy Public Services Director
Brian McGill, Public Services Assistant Director
Michele Brooks, Interim Budget Director
David Scott, Communications Manager
Andrew Mansell, Senior Assistant to the City Manager
Kimberly Toon, Assistant Chief Financial Officer
Amanda Mott, Assistant Chief Financial Officer
Jennifer Ayre, City Clerk
Members of the Press

This meeting is the continuation of the June 4, 2026, Reconvened Special City Council Meeting that had previously met and recessed on June 11, 2026.

1.0 RECONVENE THE JUNE 4, 2026, RECONVENED SPECIAL MEETING

Mayor Colvin reconvened the meeting at 10:00 a.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

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

3.0 ITEMS OF BUSINESS

3.1 Fiscal Year 2027 Recommended Budget Discussion

Mayor Colvin stated that at the beginning of yesterday's meeting, Council reached a consensus for no tax increase, reviewed operational and Capital Improvement Plan (CIP) potential savings, and now Council needs to allocate funding based on the strategic priorities.

Mr. Jeffrey Yates, Assistant City Manager, provided an overview of the handouts, and stated the discussion yesterday was on the additional penny list that Council requested options for. Staff continues to recommend the additional penny list and would allow departments to reprioritize their budget in order to have the additional items. Without a tax increase, the current list for the recommended additional penny will be cut.

Additional balancing options were provided that included reducing downtown funding by 50 percent (%), reviewing operational savings for police technology, increasing parking revenue

by rates and hours, increasing transit fares by a quarter ($0.25) per ride, removing Council's discretionary parking lot fund, removing the resident survey, and increasing vacancy savings by delaying hiring of vacant positions. With the vacancy savings and use of fund balance, there is the potential for the General Fund fund balance to go below the Council policy of 12%.

Discussion ensued.

Council reviewed the list of funding covered under the recommended one-cent and two-cent tax increases. Dr. Douglas Hewett, City Manager, stated revenue projections are separate and based on ad valorum tax revenue. Council requested a clear understanding of what is available to be cut and what is not.

Consensus of City Council was to not eliminate any items from the one-cent tax increase list.

Mr. Yates stated the budget was structured to not cut people and maintain current services in order to include all items from the one-cent tax increase list, what current services does Council want reduced in order to support the list. Staff have cut $3.2 million in current services and $8.4 million from requested additional services from departments. Discussion ensued.

City Council completed an exercise on the whiteboard to identify operational savings, parking lot items, and CIP savings based on Council priorities.

Consensus of City Council was to remove funding for the Makers Space project and reappropriate the $1.6 million. Council Members Ferguson, Jones, Greene, and McMillan were opposed to the consensus motion.

Mayor Colvin recessed the meeting at 11:59 a.m. The meeting reconvened at 12:23 p.m.

Mr. Yates stated the net difference between the original list and the list from Mayor Colvin is $2,080,000 for one time funding. The savings identified include 3% salary increases rather than 4%, not increasing the 401k match, only funding one mental health team and removing the associated vehicle, unfreezing eight police officer positions, and adding the downtown manager position, Transit route expansion, and drones as first responder. What is not included is the additional funding for the public safety camera network. This creates a net add of $109,000.00 over the $492,694.00 identified savings. Additionally, the Mayor's list included Stadium View reduction and the fully removed the Makers Space project. The one-time items identified on the strategic priority list are $1,185,000.00, creating a net difference of $895,000.00. If the one-time funding items on two-cent tax increase list are removed, the value is $4.8 million. On the operational side there were $2.4 million in identified needs from the one-cent tax increase list.

Discussion ensued.

Consensus of City Council was to approve the list of strategic priorities and direct staff to address the Council whiteboard prioritized list and $725,000.00 deficit. Council Members Ferguson, Jones, Greene, and McMillan were opposed to the consensus motion.

CLOSED SESSION

MOTION: Council Member Ferguson moved to enter into closed session for 143.318.11(a)(3) attorney-client privilege, *Husk v. City*
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

The reconvened meeting recessed at 1:23 p.m.

MOTION: Council Member Greene moved to come out of closed session
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

The meeting reconvened at 1:52 p.m.

3.0 ADJOURNMENT

The meeting recessed at 1:53 p.m. until Monday, June 22, 2026, at 1:00 p.m. in the Lafayette Conference Room.

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
061226	

DRAFT

FAYETTEVILLE CITY COUNCIL
CONTINUATION OF JUNE 4, 2026, RECONVENED
SPECIAL MEETING MINUTES
LAFAYETTE CONFERENCE ROOM, CITY HALL
JUNE 15, 2026
1:00 P.M.

Present: Mayor Mitch Colvin

Council Members Stephon Ferguson (District 1); Malik Davis (District 2) (arrived at 1:18 p.m. via TEAMS); Antonio Jones (District 3) (arrived at 1:18 p.m.); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
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Taylor Floyd, Budget and Evaluation Director
Sheila Thomas-Ambat, Public Services Director
Byron Reeves, Deputy Public Services Director
Michele Brooks, Interim Budget Director
John Jones, Office of Community Safety Director
Yamile Nazar, Human Relations Director
David Scott, Communications Manager
Andrew Mansell, Senior Assistant to the City Manager
Kimberly Toon, Assistant Chief Financial Officer
Jennifer Ayre, City Clerk
Members of the Press

This meeting is a continuation of the June 4, 2026, Reconvened Special City Council Meeting that previously met and recessed on June 11, 2026, and June 12, 2026.

1.0 RECONVENE THE JUNE 4, 2026, RECONVENED SPECIAL MEETING

Mayor Colvin reconvened the meeting at 1:00 p.m.

2.0 INVOCATION

The invocation was offered by Council Member Hondros.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the City Council.

4.0 ITEMS OF BUSINESS

4.1 Fiscal Year 2027 Recommended Budget Discussion

Mr. Jeffrey Yates, Assistant City Manager, presented the budget update with the aid of handouts and stated the handouts are based on the work completed by City Council over the last few meetings. It reduced the recommended tax rate, eliminated the Capital Improvement Plan (CIP) projects list, canceled the Makers Space project, removed $2.7 million in funding for the Stadium View Project, and added additional use of $1 million each from fund balance and the Fiscal Year (FY) 2026 vacancy savings. The one-time item additions include:

- $250,000.00 - One-Way-In and One-Way-Out program
- $100,000.00 - Upgrades to the Hollywood Heights Community Center
- $25,000.00 - West Fayetteville Youth Center Planning Study

- $300,000.00 - Mature Home Repair Program
- $260,201.00 - Jasper Street Repaving
- $200,000.00 - Phase V Sewer Connection Program
- $50,000.00 - Non-Federal Transit Administration (FTA) Transit Benches and Trashcans
- $5,000.00 - One-time Downtown Alleyway Cleaning
- $5,000.00 - Joint City-County Senior Citizens Advisory Board
- $100,000.00 - One-time funding of NEXT Generation Workforce
- $200,000.00 - Fayetteville NEXT 910 Festival
- $100,000.00 - HUB General Contractor Program Expansion
- $100,000.00 - Convention Center Feasibility Study
- $250,000.00 - Corridor of Opportunity Program
- $350,000.00 - Black Voices Museum first installment
- $20,000.00 - Side Arm Trimmer, moved from operating.
- $275,000.00 - Downtown Event Funding moved from operating for Council to determine annually.
- $691,206.00 - Construction Management Contract Support, transferred from the operating budget.

The operating/recurring items include:

- $2.4 million - Reduction of Recommended Tax Rate
- $670,000.00 - Reduction in Recommended Employee Compensation
- $601,000.00 - Reduction in Recommended 401k Match for Non-Sworn Employees
- $317,000.00 - Reduction of One Mental Health Unit and Vehicle
- $500,000.00 - Reduction of City Council Parking Lot Reserve
- $26,000.00 - Reduction of Resident Survey
- $250,000.00 - Parking increased revenue, hours of operation and special event parking fees will need to increase
- $600,000.00 - Increase in FY27 Vacancy Savings Estimate
- $197,784.00 - Reduction in Insurance and Claims Settlement
- $300,000.00 - Additional for Right-of-Way Maintenance
- $202,684.00 - Additional for Drones as First Responders
- $150,000.00 - Additional for Downtown Manager
- $1,095,056.00 - Restoration of Eight Frozen Police Officer Positions.

Discussion ensued.

MOTION: Council Member Ferguson moved to have City Council vote on each recommendation individually.
SECOND: Council Member McMillan
VOTE: FAILED by a vote of 4 in favor to 6 in opposition (Mayor Colvin, Council Members Davis, Haire, Thompson, McNair, and Hondros)

MOTION: Council Member McMillan moved to remove funding for the Downtown Manager position.
SECOND: Council Member Ferguson

Council Member McMillan withdrew his motion.

Discussion ensued regarding the Downtown Manager position and the list on one-time and ongoing budget recommendations.

Mr. Yates stated the cumulative impact of removing the recommended two-cent tax increase over the life of the CIP is $30 million and years 2028-2032 will need to be revised accordingly to balance. Mr. Yates recommended the CIP Committee be tasked with reviewing the impact.

Discussion ensued regarding gun storage safety marketing, the Public Works Commission (PWC), potential funding to Inspired Horizons, unhoused funding, Dogwood Festival funding, requesting Downtown Alliance provide input on parking, and Salvation Army funding.

MOTION: Council Member Ferguson moved to remove the $200,000.00 for the Fayetteville NEXT 910 Fest and consider it next year
SECOND: Council Member Greene

VOTE: **FAILED by a vote of 2 in favor to 8 in opposition (Mayor Colvin, Mayor Pro Tem Thompson, and Council Members Davis, Jones, Haire, McNair, McMillan, and Hondros)**

Discussion ensued regarding adding $250,000.00 to the CIP for transit and that funding be added for pedestrian crosswalk improvements. The supplemental pedestrian plan does not include crosswalks at locations other than near the schools.

MOTION: **Mayor Pro Tem Thompson moved to put the $250,000.00 that was originally budgeted for western expansion to the Capital Improvement Plan (CIP) for non-FTA Transit benches and trash cans.**
SECOND: **Council Member Haire**
VOTE: **UNANIMOUS (10-0)**

MOTION: **Council Member Hondros moved to look at pedestrian crosswalks and match the North Carolina Department of Transportation (NCDOT) crosswalks upon completion of the Cape Fear Regional Theatre project.**
SECOND: **Council Member Greene**
VOTE: **PASSED by a vote of 9 in favor to 1 in opposition (McMillan)**

Discussion ensued regarding road resurfacing prioritization.

MOTION: **Mayor Pro Tem Thompson moved to accept the proposed balanced budget list and place on the consent agenda for the June 22, 2026, Regular Meeting.**

FRIENDLY AMENDMENT: **Council Member Ferguson requested a friendly amendment to include funding for two mental health teams without vehicles**

Council Member Thompson accepted the friendly amendment.

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

Discussion ensued regarding adding an additional mental health team without vehicles at $237,000.00 which would leave $231,000.00 in ongoing budget capacity.

5.0 ADJOURNMENT

The meeting recessed at 2:54 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
061526

MITCH COLVIN
Mayor

FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
TEAMS
JUNE 17, 2026
5:00 P.M.

Present: Mayor Mitch Colvin (departed at 5:35 p.m.)

Council Members Stephon Ferguson (District 1); Malik Davis (District 2) (arrived at 5:03 p.m.); Antonio Jones (District 3); D.J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Financial Officer
Willie Henry, Chief Information Officer
Gerald Newton, Development Services Director
Byron Reeves, Deputy Public Services Director
David Steinmetz, Assistant Development Services Director
John Jones, Office of Community Safety Director
Christopher Cauley, Economic & Community Development Director
Shawn Strepay, Police Department Chief of Staff
Craig Harmon, Senior Planner
Andrew Mansell, Senior Assistant to the City Manager
Sonye Randolph, Assistant City Attorney
Angelica McDonald, Assistant City Attorney
Victoria Curtis, Assistant City Attorney
Sabina Wells, Deputy City Clerk
Jennifer Ayre, City Clerk

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 5:00 p.m.

2.0 AGENDA BRIEFING – Review of Items for the June 22, 2026, City Council Meeting

Mayor Colvin provided an overview of House Bill 1220, which would allow the Cumberland County Board of Commissioners the ability to consolidate the Cumberland County Public Safety Answering Point (PSAP). Mayor Colvin stated the request to add this item to the bill by Senator McInnis resulted from a resolution adopted by the County. The City received a letter requesting confirmation by June 30, 2026. The Rules Committee approved pulling the provision from the bill, with direction for the City and County to hold discussions to come to a consensus.

Discussion ensued on the bill process and next steps.

MOTION: Council Member Haire moved to direct staff to prepare a resolution opposing House Bill 1220 Version 2 to ready by tomorrow morning and a public messaging campaign as soon as possible.
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

Dr. Douglas Hewett, City Manager, provided an overview of the June 22, 2026, Regular Meeting agenda.

Ms. Lachelle Pulliam, City Attorney, stated Item 7.0A7 – Approve Deed of Gift to Office of State Archaeology pertains to the Fields Road site, where the Fayetteville Public Works Commission (PWC) is conducting a site review of the property. During the review, they found various artifacts. Mayor Pro Tem Thompson asked if there is a determined value of the artifacts. Ms. Pulliam stated the individual who completed the archeological survey could not speak to the value of the items and we have not done an appraisal.

Mr. Jeffrey Yates, Assistant City Manager, stated Item 7.0A8 - Adopt Capital Project Ordinance Amendment 2026-43 to reduce the appropriation from $5.7 million to $3 million, resulting in the return of $2.7 million to the General Fund balance is the Council's action to remove funding and Dr. Hewett will have conversations with Mr. Flotz.

Mr. Craig Harmon, Senior Planner, presented Item 7.0A11 - Approve P26-19: Request to initially zone property from County C(P)CZ & C3 to Community Commercial (CC) located at 230 W MOUNTAIN DR (0427432465000426909378000 & 0426907043000) on lots totaling 6.01 acres owned by PATRIOT HAULING LLC. The request involves two pieces of property that border West Mountain Drive and a small area of Highway 301. U-Haul will be adding a small storage and rental facility.

Mr. Yates stated Item 7.0A16 - Authorize the City Manager to negotiate and execute GMP No. 2 with Barr & Barr/HORUS Construction for Fire Station 16 is to execute the second guaranteed maximum price for Fire Station 16 and is in the estimated budget.

Mr. Byron Reeves, Deputy Public Services Director, stated Item 7.0A17 - Approval of Professional Service Contract for Design Services of the BL-0137 Sidewalk Projects is to provide design services for 16 miles of sidewalks and is using Fayetteville Area Metropolitan Planning Organization (FAMPO) Local Administrative Program (LAP) funding.

Mr. Reeves stated Item 7.0A19 - Approve Bid Recommendation and Adopt Capital Project Ordinance Amendment for Tryon Drive Drainage Improvement Project is approving the bid recommendation and Capital Project Ordinance Amendment that will add additional funding for utility improvements associated with the project that will be reimbursed by PWC.

Mr. Reeves stated Item 7.0A20 - Approve Bid Recommendation and Adopt Capital Project Ordinance Amendment - Locks Creek Roadway and Culvert Flood Mitigation Project is the awarding of the construction contract to Lanier Construction for a total of $943,786.00 and is below the grant funding amount of $999,999.00, but some funding will be moved to cover any unexpected costs. The project is improve ingress and egress of Locks Creek during storm events.

Dr. Gerald Newton, Development Services Director, stated City Council received an overview during the June Work Session on Item 9.01 - Proposed Text Amendments to Multiple Sections of the Unified Development Ordinance (UDO) Regarding Fences and Walls, Zoning Districts, Zero Lot Line Applicability, and Subdivision Design Standards.

Dr. Newton stated Item 9.02 - AX26-01: Request to annex property located at 230 W MOUNTAIN DR (0426909378000 & 0426907043000) on lots totaling 6.01 acres owned by PATRIOT HAULING LLC is associated with Consent Agenda Item 7.0A11.

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

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
061726	

FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
JUNE 22, 2026
5:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3) (arrived at 5:32 p.m.); D.J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Taylor Floyd, Budget & Evaluation Director
Andrew LaGala, Airport Director
Sheila Thomas-Ambat, Public Services Director
Byron Reeves, Public Services Deputy Director
Gerald Newton, Development Services Director
John Jones, Office of Community Safety Director
Andrew Brayboy, Senior Corporate Management Analyst
Jacquline Abbott, Community Development Manager
Kimberly Toon, Assistant Chief Financial Officer
Craig Harmon, Senior Planner
Kecia Parker, Real Estate Manager
David Scott, Communications Manager
Andrew Mansell, Senior Assistant to the City Manager
Jennifer Ayre, City Clerk

Mayor Colvin called the meeting to order at 5:30 p.m.

Mayor Colvin asked Council to review the regular agenda for the June 22, 2026, meeting.

Council Member Hondros requested clarification for Item 7.0A3 - Adoption of the Recommended FY 2027 Strategic Plan. Dr. Douglas Hewett, City Manager, stated the item is for adoption, the previous presentation was only to determine Council's preferred language for each priority. Council Member Hondros stated he will pull the item in order to receive a review of the strategic plan during the August 3, 2026, Work Session.

Council Member McMillan stated he will pull Items 7.0A2 - Adopt Fiscal Year 2026-2027 Budget Ordinance, Fee Schedule, and Capital Improvement Projects, 7.0A4 - Adopt Resolution of the Fayetteville City Council Authorizing the City Manager to Acquire the 11.8 Acre Parcel and the 3.21 Acre Parcel Located off Aviation Parkway, 7.0A5 - Re-Adopt Youth Protection Safety Ordinance, and 7.0A6 - Authorize the City Manager to Sign the SoundThinking Contract Renewal.

Dr. Hewett requested the addition of an item for the approval of the Governor's Highway Safety Program Local Government Resolution to receive a $25,000.00 grant as Item 7.0A28. Mr. Roberto Bryan, Police Chief, stated it is for the department to continue highway safety enforcement actions in the City by utilizing the grant to pay for overtime.

Council Member McMillan stated he would like to add an item to consider a data center moratorium. Discussion ensued.

Mayor Colvin requested Item 10.01 - Feasibility Study for Downtown Convention Center be moved to the August 3, 2026, Work Session and invite additional partners to the table for the conversation such as Distinctly Fayetteville, the Cumberland County School System, universities, and others.

CLOSED SESSION

MOTION: **Council Member Ferguson moved to enter into closed session for 143.318.11(a)(3) and (5) for attorney-client privilege and land acquisition**
SECOND: **Council Member McMillan**
VOTE: **UNANIMOUS (10-0)**

The regular meeting recessed at 5:42 p.m.

MOTION: **Council Member Jones moved to come out of closed session**
SECOND: **Council Member Ferguson**
VOTE: **UNANIMOUS (10-0)**

The meeting reconvened at 6:11 p.m.

There being no further business, the meeting adjourned at 6:11 p.m.

Respectfully submitted,

_____
JENNIFER L. AYRE
City Clerk
062226

_____
MITCH COLVIN
Mayor

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JUNE 22, 2026
6:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Gerald Newton, Development Services Director
Sheila Thomas-Ambat, Public Services Director
Craig Harmon, Senior Planner
Jennifer Baptiste, Planning & Zoning Manager
Kimberly Toon, Assistant Chief Financial Officer
David Scott, Communications Manager
Kecia Parker, Real Estate Manager
Andrew Mansell, Senior Assistant to the City Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:30 p.m.

2.0 INVOCATION

The invocation was offered by Pastor Stepheria Nicholson of Temple Salvation Deliverance Church of North Carolina.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS

Mayor Colvin read a proclamation recognizing June 2026 as Pride Month.

Mayor Colvin presented Colonel K. “Chad” Mixon the Key to the City for his service, dedication, and contributions to the City of Fayetteville, while serving as the Fort Bragg Garrison Commander.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, stated this summer, the City of Fayetteville is proud to welcome seven State Employee Credit Union (SECU) Public Fellows Interns from Fayetteville State University. These talented students will gain valuable hands-on experience in local government while contributing to meaningful projects that serve our community. The SECU Public Fellows Internship Program strengthens the connection between higher education and public service, helping develop the next generation of leaders and professionals. We are excited to invest in their growth and look forward to the impact they will make during their time with the City, working in Safety and Wellness, Human Resources, the Police Department, and the Economic and Community Development Department.

The City will be celebrating America's 250th on Saturday, July 4, 2026, in Festival Park with our annual Independence Day Concert and Fireworks show in partnership with the Fayetteville Symphony Orchestra and Public Works Commission. The concert will feature performances from the Fayetteville Symphony Orchestra, Fayetteville Symphonic Band, and

members of the 82nd Airborne Division Band. Gates open at 6:00 p.m. and the concert starts at 7:00 p.m. The concert will conclude with fireworks.

The Fire Department will host its Women in Fire Service event Saturday, June 27, 2026, from 9:00 a.m. to 3:00 p.m. This event gives women who are interested in the profession an opportunity to hear directly from female firefighters about their experiences, ask questions and learn about the training, support and career opportunities available within the fire service.

The month of August will see the retirement of two valued members of the City of Fayetteville. Their years of dedicated service, leadership, and commitment have made a lasting impact on our City and our community.

Ms. Sherry Couey, Alarm Ordinance Coordinator, 30 years of service.

Ms. Karla Rieves, Police Sergeant, 23 years of service.

Dr. Hewett welcomed a new member of the Senior Leadership Team, Mr. Taylor Floyd, the new Budget and Evaluation Director.

Dr. Hewett stated he requested Council add a resolution accepting the $25,000.00 grant for the North Carolina Governor's Highway Safety Program that provides the Police Department overtime support.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Davis moved to approve the agenda with the removal of Item 7.0A4 and the addition of Item 7.0A28 – Highway Safety Program

Council Member McMillan requested a friendly amendment to add an item to reconsider the data center moratorium.

Council Member Davis declined the friendly amendment.

SECOND: Council Member Haire
VOTE: PASSED by a vote of 9 in favor to 1 in opposition (McMillan)

7.0A CONSENT AGENDA

MOTION: Council Member Hondros moved to approve the consent agenda with the exception of Items 7.0A2, 7.0A3, 7.0A5, and 7.0A6
SECOND: Council Member McMillan
VOTE: UNANIMOUS (10-0)

7.0A1 Approval of Meeting Minutes:
May 28, 2026 – Budget Work Session
June 1, 2026 – Work Session
June 4, 2026 – Special
June 8, 2026 – Discussion of Agenda Items
June 8, 2026 – Regular

City Council approved the five draft meeting minutes.

7.0A2 THIS ITEM WAS PULLED FOR A SEPARATE VOTE

7.0A3 THIS ITEM WAS PULLED FOR A SEPARATE VOTE

7.0A4 THIS ITEM WAS REMOVED FROM THE AGENDA

7.0A5 THIS ITEM WAS PULLED FOR A SEPARATE VOTE

7.0A6 THIS ITEM WAS PULLED FOR A SEPARATE VOTE

7.0A7 Approve Deed of Gift to Office of State Archaeology

7.0A8 Adopt Capital Project Ordinance Amendment 2026-43 to reduce the appropriation from $5.7 million to $3 million, resulting in the return of $2.7 million to the General Fund balance

City Council adopted Capital Project Ordinance 2026-43 to reduce the original appropriation from $5.7 million for the Stadium View Project to $3 million by reducing the FY 2027 allocation by $2.7 million and shifting that payment to FY 2028.

7.0A9 Adopt Capital Project Ordinance 2026-42 to appropriate $863,198 for the Station Alerting System Replacement

City Council adopted Capital Project Ordinance 2026-42 to appropriate $863,198.00 for the Station Alerting System Replacement due to the City's current fire station alerting system reaching the end of its useful life, and replacement hardware components are no longer available.

7.0A10 Approve P26-18: Request from David Brown of Cline Design to amend the approved conditions at 1220 Bridgehead Cir (0409923535000) & Unaddressed Military Business Park (040982990900), ± 23.72 acres, zoned as Conditional Business Park (BP/CZ).

City Council approved amending the conditions of the approximately 23.72 acres located at 1220 Bridgehead Circle and the unaddressed Military Business Park property. The district will remain as the existing Conditional Business Park; the conditions will simply be amended based on tenant or owner needs in accordance with established precedent set by case P25-23 as well as maintain zoning continuity of the phased project. The Zoning Commission unanimously recommended approval during their May 12, 2026, meeting.

7.0A11 Approve P26-19: Request to initially zone property from County C(P)CZ & C3 to Community Commercial (CC) located at 230 W MOUNTAIN DR (042743246500004269093780000 & 0426907043000) on lots totaling 6.01 acres owned by PATRIOT HAULING LLC

City Council approved the initial zoning of 6.01 acres at 230 West Mountain Drive to Community Commercial and that the proposed map amendment is generally consistent with the surrounding land uses and represents a logical extension of existing development patterns. The Zoning Commission unanimously recommended approval during their May 12, 2026, meeting.

7.0A12 Approve P26-20 - Map Amendment (Straight Rezoning) Request from Kevin Carrol of Carroll Group Investments LLC to rezone ± 2.9 acres at 6438 Raeford Road (0407108106000) & 6440 Raeford Road (0407106373000) from Single Family 10 (SF-10) to Limited Commercial (LC)

City Council approved the rezoning of 2.9 acres at 6438 and 6440 Raeford Road from Single Family 10 (SF-10) to Limited Commercial (LC). Additionally, the request is consistent with the Future Land Use Plan and reasonable to local context as outlined by the Consistency and Reasonableness Statements. The Zoning Commission unanimously recommended approval during their May 12, 2026, meeting.

7.0A13 Approve SUP26-01 Order or Approval - Findings of Fact: Special Use Permit to allow Transitional Housing at 707 Murchison Road containing 3.62 acres owned by UNITED GOSPEL FELLOWSHIP COVENANT MINISTRIES

City Council approved the findings of fact for Special Use Permit 26-01 that were identified during the evidentiary public hearing heard by City Council on May 26, 2026, to allow transitional housing at 707 Murchison Road.

7.0A14 Award and Authorize City Manager to execute a contract for 511 S. Eastern Boulevard Demolition Bid Recommendation

City Council approved the bid recommendation to award the contract to demo 511 S. Eastern Boulevard to the lowest responsive and responsible bidder, Pink Ribbon Hauling, LLC, in the amount of $277,656.00 and authorize the City Manager to execute for that purpose the contract for its demolition.

7.0A15 Adopt Cumberland-Hoke Hazard Mitigation Plan

City Council adopted a resolution adopting the Cumberland-Hoke Hazard Mitigation Plan. The purpose of the plan is to identify, assess, and mitigate risk to better protect the people and property of the Cumberland-Hoke Region from the effects of natural and man-made hazards. Additionally, the plan will ensure the involved communities' continued eligibility for federal disaster assistance.

RESOLUTION ADOPTING CUMBERLAND-HOKE REGIONAL HAZARD MITIGATION PLAN. RESOLUTION NO. R2026-035

7.0A16 Authorize the City Manager to negotiate and execute GMP No. 2 with Barr & Barr/HORUS Construction for Fire Station 16

City Council authorized the City Manager to negotiate and execute Guaranteed Maximum Price Number 2 with Barr & Barr/HORUS Construction for the completion of Fire Station 16.

7.0A17 Approval of Professional Service Contract for Design Services of the BL-0137 Sidewalk Projects

City Council approved the execution of a professional services contract with Rummel, Klepper & Kahl, LLP (RK&K) in the amount of $994,598.79 for engineering design services associated with the BL-0137 Sidewalk Project.

Projects included in BL-0137 include: Bonanza Drive from Yadkin Road to Santa Fe Road and Santa Fe Road from Bonanza Drive to Yadkin Road - 2 areas totaling approximately 2,600 linear feet.; Bragg Blvd. from Shaw Road to the bridge approach at Skibo Road totaling approximately 6,650 linear feet; Country Club Drive from Murchison Drive to US 401 (Ramsey St.) totaling approximately 11,900 linear feet; Morganton Road from Bonanza Drive to Skibo Road totaling approximately 7,600 linear feet; and Stacy Weaver Drive from McArthur Road to Southland Drive totaling approximately 1,750 linear feet.

7.0A18 Authorize the City Manager to Approve a One Year Contract Extension with PRATT Recycling, Inc.

City Council authorized the City Manager to approve the one-year contract extension with Pratt Recycling, Inc, for recycling processing services at an approximate annual cost of $905,313.00 for recycling processing services at a rate of $100.00 per ton with no contamination fee.

7.0A19 Approve Bid Recommendation and Adopt Capital Project Ordinance Amendment for Tryon Drive Drainage Improvement Project

City Council approved the award and authorized execution of a contract in the amount of $6,638,500.00 for the Tryon Drive Drainage Improvement Project, with the lowest responsive and responsible bidder, FSC II, LLC d/b/a Fred Smith Company, and adopt Capital Project Ordinance Amendment 2025-20 to appropriate additional funds for utility improvements associated with the project to be reimbursed by Fayetteville Public Works Commission.

7.0A20 Approve Bid Recommendation and Adopt Capital Project Ordinance Amendment - Locks Creek Roadway and Culvert Flood Mitigation Project

City Council approved the award and authorized execution of a contract in the amount of $943,786.00 for the Locks Creek Roadway and Culvert Flood Mitigation Project, with the lowest responsive and responsible bidder, Lanier Construction Company, and adopt Capital Project Ordinance Amendments 2026-36 and 2020-1 to appropriate additional funds to provide contingency funding in the event project costs exceed the grant amount.

7.0A21 Adoption of Capital Project Ordinance Amendment to Appropriate Additional Funds for the Wayland Drive Drainage Improvement Project

City Council adopted Capital Project Ordinance Amendment 2026-10 & 2022-11 to appropriate an additional $145,331.00 in Stormwater Enterprise funds to complete the design of the Wayland Drive Drainage Improvement Project.

7.0A22 Adoption of Capital Project Ordinance Amendment to Appropriate Additional Funding for the North Street Drainage Improvement Project

City Council adopted Capital Project Ordinance Amendment 2025-28 to appropriate an additional $1,057,100.00 in Public Works Commission revenues to complete the construction of the North Street Drainage Improvement Project.

7.0A23 Adopt Capital Project Ordinance 2026-41 to appropriate funding for the Blue Street Facility Renovation

City Council adopted Capital Project Ordinance 2026-41 to appropriate $850,000.00 from the Office of Community Safety's Fiscal Year 2026 operating budget for renovations to the former Senior Center East on Blue Street.

7.0A24 Accept Airport Improvement Program Grants 59 and 60 and Authorize the City Manager to Execute the Grant Agreements with the Federal Aviation Administration

City Council accepted two Airport Improvement Program (AIP) grants, AIP 59 in the amount of $6,613,129.00 and AIP 60 in the amount of $5,332,671.00, for the reconstruction of the North General Aviation Apron. The total grant award is $11,945,800.00. A required 5 percent (%) local match of $597,290.00 will be funded through an appropriation of Airport Unassigned Capital Fund Balance.

7.0A25 Adoption of Capital Project Ordinance Amendment to Appropriate Funds for the Linear Park Project

City Council adopted Capital Project Ordinance 2021-57 to appropriate a $4,600.00 donation from Dr. Wayne Riggens for the City Center Parks and Trail Signage project.

7.0A26 Adoption of Amended Opioid Settlement Resolutions and Special Revenue Ordinances

City Council adopted amended opioid settlement resolutions, Special Revenue Ordinances Amendments 2024-7, 2025-13, 2026-5, and Special Revenue Closeout Ordinance 2026-11 to reconcile prior funding authorizations with actual expenditures and to reallocate opioid settlement funds among approved programs and strategies. These actions will improve the accuracy of opioid settlement fund accounting, align authorizations with actual expenditures, and direct available settlement resources toward current program priorities.

A RESOLUTION BY THE CITY OF FAYETTEVILLE TO AMEND RESOLUTION R2023-033 TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS. RESOLUTION NO. R2026-036

A RESOLUTION BY THE CITY OF FAYETTEVILLE TO AMEND RESOLUTION R2024-037 TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS. RESOLUTION NO. R2026-037

A RESOLUTION BY THE CITY OF FAYETTEVILLE TO AMEND RESOLUTION R2025-024 TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS. RESOLUTION NO. R2026-038

7.0A27 PWC - Approve Recommendation to Reject All Bids for the Annual Transmission Construction Contract

City Council rejected all bids for the Annual Transmission Construction Contract due to changes in the scope requirements.

7.0A28 Adopt North Carolina Governor's Highway Safety Program Local Governmental Resolution

City Council adopted a resolution for North Carolina Governor's Highway Safety Program. The Fayetteville Police Department will utilize the $25,000.00 of grant funding for overtime to continue high visibility enforcement on main highways and thoroughfares throughout the City.

NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM LOCAL GOVERNMENTAL RESOLUTION. RESOLUTION NO. R2026-039.

7.0B ITEMS PULLED FROM CONSENT

7.0A2 Adopt Fiscal Year 2026-2027 Budget Ordinance, Fee Schedule, and Capital Improvement Projects

Council Member McMillan thanked Council and staff for the work everyone put into the budget. Council Member McMillan stated his concerns are regarding process and behavior.

Additionally, he voiced disappointment that the Office of Community Safety (OCS) was not fully supported and missed opportunities for deeper discussion on budget items.

The City of Fayetteville's FY 2027 recommended operating budget totals $327.3 million and $117 million in capital investments and $3.5 million in special revenue funds for federal program funding. Developed through a transparent and data-informed process, the budget aligns with City Council's strategic priorities: community safety, economic growth through the City, housing and neighborhood revitalization and refurbishment, and improve and transportation, transit and overall connectivity. Key investments include community safety expansion of 2 mental health response units, compensation enhancements for employees, and infrastructure improvements citywide. The budget reflects economic realities such as declining motor vehicle and sales tax revenues, while maintaining core services at the current property tax rate of $0.4495. A $10 increase for solid waste to cover increased fuel costs. No increases are proposed for stormwater or transit fares.

MOTION: Council Member Haire moved to adopt Fiscal Year 2026-2027 Budget Ordinance, Fee Schedule, and Capital Improvement Projects
SECOND: Council Member Thompson
VOTE: PASSED by a vote of 9 in favor to 1 in opposition (McMillan)

7.0A3 Adoption of the Recommended FY 2027 Strategic Plan

MOTION: Council Member Hondros moved to table this item to the August 3, 2026, Work Session and adoption at a future meeting.
SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

7.0A5 Re-Adopt Youth Protection Safety Ordinance

Council Member McMillan stated he believes this item should not be on the Consent Agenda, as this is the youth curfew that went through multiple discussions and meetings regarding how the City approaches youth safety. The City moved towards a holistic approach and agreed that criminalization was not the path. The Office of Community Safety (OCS) has a pillar focusing on supporting youth to help with available resources. Council Member McMillan requested an opportunity for residents to provide their input on the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, SECTION 17-34, YOUTH PROTECTION SAFETY ORDINANCE, OF THE CODE OF ORDINANCES FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-020

MOTION: Council Member Thompson moved to re-adopt the Youth Protection Safety Ordinance.
SECOND: Council Member Haire
VOTE: PASSED by a vote of 8 in favor to 2 in opposition (McMillan and Hondros)

7.0A6 Authorize the City Manager to Sign the SoundThinking Contract Renewal

Council Member McMillan stated he believes a three-year $675,000.00 surveillance contract should not pass Council through a single consent agenda vote. Council deserves to hear what the City is purchasing and why. The report stated on every productivity measure that matters, shell casing recovery, locating witnesses, identifying victims, and making arrests, ShotSpotter only performed when paired with a 911 call. The evaluation found no evidence that ShotSpotter alerts on their own meaningfully improve police work.

Discussion ensued.

MOTION: Council Member Haire moved authorize the City Manager to execute a three-year renewal of the SoundThinking contract.
SECOND: Council Member Thompson
VOTE: PASSED by a vote of 6 in favor to 4 in opposition (Ferguson, Greene, McMillan, and Hondros)

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Receive Wrecker Review Board Report

Officer Jordan Deal, Police Specialist Traffic Investigator, presented this item with the aid of a PowerPoint presentation and stated the Wrecker Review Board serves as the appeal board for decisions made by the Wrecker Inspector. The Board consists of six members, one chairman selected by Council, two appointed by the Chief of Police, two selected by the Licensee, and the Wrecker Inspector as a non-voting member.

If a company is removed or suspended from the wrecker rotation list, the Board hears evidence from all involved parties and determines whether the action should be upheld, modified, or overturned. In 2025, the Board conducted three meetings that were administrative in nature and not related to appeals. If a company is removed from the rotation list, they must wait twelve months before they can reapply.

The Wrecker Inspector's primary duties include intaking complaints from dispatch, the public, and police officers, taking appropriate actions for complaints and violations, completing annual inspections, reviewing violations, and ensuring companies remain compliant with City requirements.

The Police Department maintains the wrecker rotation list, which consists of 23 approved companies. The companies respond to Police Department calls for vehicle towing after car accidents, disabled vehicles blocking traffic, and other situations requiring vehicle removal. When a company from the wrecker rotation list responds, it is responsible for safely removing the vehicle and removing any debris from the accident area. Police Officers and Civilian Traffic Investigators are responsible for verifying all debris is cleaned before the tow truck leaves the scene. This is only for tow companies called by the Police Department. In 2025, the Wrecker Rotation List responded approximately 2,860 times. In the first five months of 2026, they have responded 1,177 times.

There was one complaint in 2025 for allegations of a tow company improperly removing vehicles from an apartment complex. Because the allegations included potential criminal conduct, the matter was investigated by the Wrecker Inspector and not brought before the Wrecker Review Board. In 2026 there are four open complaints under review that include roadway debris cleanup and response times.

Discussion ensued regarding predatory towing from private lots and towing fees.

MOTION: Council Member Hondros moved to receive the Wrecker Review Board report.
SECOND: Council Member Thompson
VOTE: UNANIMOUS (10-0)

9.0 PUBLIC HEARINGS

9.01 Proposed Text Amendments to Multiple Sections of the Unified Development Ordinance (UDO) Regarding Fences and Walls, Zoning Districts, Zero Lot Line Applicability, and Subdivision Design Standards

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the text amendments came before Council at the June 3, 2026, Work Session and tonight is for the public hearing.

Fencing for front yards is currently permitted to only be 4 feet high. The recommendation is to increase the permitted height to 8 feet for non-residential uses located within the Light Industrial (LI) and Heavy Industrial (HI) districts.

The Office and Institutional (OI) District proposed changes include changes in dimensional standards including, lowering minimum lot area for some uses, and increasing gross density for certain uses.

The Neighborhood Commercial (NC) District proposed changes include changes in dimensional standards including, lowering minimum lot area for some uses, and increasing gross density for certain uses.

The Downtown 2 (DT-2) District proposed changes include changes in dimensional standards including, lowering minimum lot area for some uses, and a text correction.

The Mixed Residential 5 (MR-5) District proposed changes include text changes to clarify standards.

Zero lot lines currently requires three steps for approval which includes a Special Use Permit (SUP) and Neighborhood Compatibility Permit. Staff recommends removing the SUP and keeping the Compatibility Permit when development is proposed on a tract smaller than three acres. Setbacks will remain the same. Subdivision Design Standards currently require an SUP. Staff recommends removing the SUP when development is proposed on a tract smaller than three acres.

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

Dr. Katie Entrocaso, 6204 Independence Place Drive, Fayetteville, NC, spoke in opposition of this item.

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

Discussion ensued regarding how the text amendments are processed through the Planning Commission, two public hearings, one at the Planning Commission, and one with Council, the difference between a legislative hearing and an evidentiary hearing, notification requirements of the public hearing, and zero lot lines.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT CODE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-6, SUBDIVISIONS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-027

MOTION: **Council Member Hondros moved to adopt the proposed text amendments.**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (10-0)**

9.02 AX26-01: Request to annex property located at 230 W MOUNTAIN DR (0426909378000 & 0426907043000) on lots totaling 6.01 acres owned by PATRIOT HAULING LLC

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated this item is an annexation request that is connected to a rezoning request that was on the consent agenda. The applicant is requesting to initially zone 6.01 acres of undeveloped parcels at 230 West Mountain Drive to Community Commercial (CC). The proposed use is a U-Haul Moving and Storage Facility which is already on a nearby property. The property has two entrances, one on Gillespie Street, and one on West Mountain Road. Because it has two entrances, additional public hearing notification signage was added to increase visibility. The surrounding properties include commercial, residential, and undeveloped property.

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 TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA Patriot Hauling LLC, on the northern side of W. Mountain Drive and western side of Gillespie Street, known as PINs 0426-90-9378 and 0426-90-7043. ANNEXATION ORDINANCE NO. AX2026-06-602

MOTION: **Council Member Davis moved to adopt the annexation ordinance for AX26-01, annexing approximately 6.01 acres located at unaddressed W. Mountain Drive and unaddressed Gillespie Street (HWY 301) (REID#s 0426909378000 & 0426907043000) into the corporate limits, effective June 22, 2026.**
SECOND: **Council Member Ferguson**
VOTE: **UNANIMOUS (10-0)**

10.0 ADMINISTRATIVE REPORTS

10.01 Feasibility Study for Downtown Convention Center

Consensus of City Council was to move this item to the August 3, 2026, Work Session.

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:47 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
062226

MITCH COLVIN
Mayor

FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JUNE 25, 2026
9:30 A.M.

Present: Mayor Mitch Colvin

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Jeffrey Frye, Deputy Chief Information Officer
Lisa Reid, Public Safety Communications Manager
John Jones, Office of Community Safety Director
Yamile Nazar, Human Relations Director
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 9:35 a.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 APPROVAL OF THE AGENDA

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

5.0 ITEMS OF BUSINESS

5.1 Discussion of E911 PSAP

Mayor Colvin thanked the subcommittee members and City staff that met over the last two days to discuss potential consolidation of the 911 Public Safety Answering Point (PSAP). The goal for the day is to create and adopt a resolution to be sent to the Cumberland County Board of Commissioners for adoption at their next meeting and submitted to the State by Monday at 5:00 p.m.

Mayor Colvin stated City Council is committed to whatever is in the best interest of the community. There is a recommendation for the City and County Managers to reach out to the State, University of North Carolina School of Government, or the E911 Board to identify possible integration consultants that have a proven track record of merging systems and request the State pay the consultant so both the City and County remain neutral parties and that the recommendations of the consultant be accepted and implemented. The last two studies recommended City-led administration.

The points agreed upon by the subcommittee, once a Memorandum of Understanding is signed were:

- Within 45 days, a contact would be made with the State to identify a qualified integrator
- Within 15 days after the consultant is identified, a contract would be signed

- An 18–24-months implementation period based on the feedback from the integrator.

Discussion ensued regarding the history of the discussions on a consolidated 911 PSAP and how 911 calls are received and dispatched. Mayor Colvin stated if no consensus is reached, the bill will move forward and gives the County Commissioners the ability to take a vote on a County-led 911 PSAP and require all municipalities to comply within twelve (12) months.

Mayor Colvin stated whoever the administrator is, that all employees would fall under that organization and all funding would be sent to that organization. If consolidated, there would be joint governance where the City and County Managers would have joint ability to make decisions. During yesterday's meeting, Cumberland County recommended baseline services that would include facilities costs, dispatch process, and then enhanced services at an additional cost, including ShotSpotter and the Office of Community Safety (OCS). The City's cost share would be after all revenues minus expenses. Additionally, the lead organization would have the ability to procure and contract services. The City recommended guardrails that include no contracting of core services to a third party without agreement of all municipalities and off-ramp provisions if levels of service were not met and the funding would be returned back to the municipalities.

Mayor Pro Tem Thompson stated the funding model included first two years at 50 percent (%) – 50% cost share, the third year would be 70% - 30%, then the fourth year and beyond would be based on call volume. Discussion ensued regarding the costs to residents.

Dr. Douglas Hewett, City Manager, stated the proposal he sent on March 24, 2026, to Mr. Clarence Grier, Cumberland County Manager, included the various levels of joint management with the distinction of the City as the lead agency. It is not just who writes the check, the real work is in the Public Safety Council, which includes the Police Chief, Fire Chief, Emergency Management Director, a member of the Fire Chief's Association, and others. If that group, which is heavily non-City appointees, decide to do something different at the operational level, there would be no safeguards under the City model.

Discussion ensued.

Mayor Colvin stated the members of the City and County subcommittee agreed on the following areas:

- Implementation Timeline
- How is the money divided
- Personnel
  - All employees retained
  - Pay parity
  - Maintain the highest standard of certification
- Joint Governance Model where the City still has operational controls and guardrails
- Off Ramps
- Location

Mr. Kevin Dove, Fire Chief; Mr. Roberto Bryan, Jr., Police Chief; Ms. Lisa Reid, Public Safety Communications Manager; and Mr. John Jones, Office of Community Safety Director, provided their professional opinions and concerns on a joint 911 PSAP. Mr. Jeffrey Frye, Deputy Chief Information Officer, provided an overview of current issues with the County managed Computer Aided Dispatch (CAD) system communicating with City programs.

Discussion ensued regarding the CAD system, OCS, and how calls are taken and dispatched.

CLOSED SESSION

MOTION: Council Member Davis moved to enter into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) for attorney-client privilege.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

The special meeting recessed at 10:59 a.m.

MOTION: Council Member Jones moved to enter into open session.
SECOND: Council Member Hondros

VOTE: UNANIMOUS (10-0)

The meeting reconvened at 11:51 a.m.

MOTION: Council Member Thompson moved to adopt the resolution as prepared and discussed in closed session.
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

Mayor Colvin stated a resolution will be sent over to the County Commissioners indicating the City's willingness and appreciation for consolidation. The details of the resolution will be released at 2:00 p.m.

6.0 ADJOURNMENT

There being no further business, the meeting adjourned at 11:54 a.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
062526

MITCH COLVIN
Mayor

DRAFT

FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING
COUNCIL CHAMBER, CITY HALL
JUNE 30, 2026
9:00 AM

Present: Mayor Pro Tem Derrick Thompson (District 6);

Council Members Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4) (departed at 9:57 a.m.); Brenda McNair (District 7); Deno Hondros (District 9)

Absent: Mayor Mitch Colvin; Council Member Stephon Ferguson (District 1); Lynne Greene (District 5); Shaun McMillan (District 8)

Others Present:
Douglas Hewett, City Manager
Lachelle H. Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Gerald Newton, Development Services Director
Andrew Brayboy, Senior Corporate Performance Analyst
Andrew Mansell, Senior Assistant to the City Manager
Jennifer Ayre, City Clerk
Members of the Media

Mayor Pro Tem Thompson called the meeting to order at 9:15 a.m.

CLOSED SESSION

The Fayetteville City Council met in closed session on Tuesday, June 30, 2026, at 9:18 p.m. The purpose of the closed session was for Attorney-Client Privilege pursuant to N.C.G.S. § 143 318.11(a)(3).

The regular session recessed at 9:18 a.m.

MOTION: **Council Member Haire moved to go into closed session for attorney-client privilege**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (6-0)**

The regular session reconvened at 9:59 a.m.

MOTION: **Council Member Hondros moved to come out of closed session.**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (6-0) (Council Member Haire's unexcused absence counting as an affirmative vote)**

There being no further business, the meeting adjourned at 9:59 a.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
063026

MITCH COLVIN
Mayor

DRAFT

FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
JULY 8, 2026
9:30 A.M.

Present: Mayor Mitch Colvin

Council Members Stephon Ferguson (District 1); Malik Davis (District 2) (via TEAMS); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5) (via TEAMS); Derrick Thompson (District 6) (via TEAMS); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Lisa Reid, Public Safety Communications Manager
Willie Henry, Chief Information Officer
Kimberly Toon, Assistant Chief Financial Officer
Taylor Mendle, Budget & Evaluation Director
John Jones, Office of Community Safety Director
Andrew Mansell, Senior Assistant to the City Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 9:30 a.m.

2.0 INVOCATION

The invocation was offered by Mayor Colvin.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 APPROVAL OF THE AGENDA

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

5.0 ITEMS OF BUSINESS

5.1 Discussion of E911 PSAP

Mayor Colvin stated the purpose of the meeting today is to discuss the 911 Public Safety Answering Point (PSAP), then commended staff and Council Members that have worked towards a consensus.

Mayor Colvin stated last week the City and County requested an extension of the General Assembly's deadline and since then the working group has come to an agreement for a joint governance structure in which the City and County will each have certain functions and duties. The proposed governance board will include City and County representation, representation from one municipality on a rotating basis, and representation from Emergency Management Services (EMS). The final structure will be defined in an interlocal agreement.

Under the governance structure will be an Operating Board comprised of the Fire and Police Chiefs, Office of Community Safety (OCS), Telecommunications, and senior users of the system, who will make recommendations on policy and budget to the joint governance board. Cumberland County will initially serve as the Administrative Unit, to be reviewed in five (5) years, to collect funds, apply for grants and funding, and contracting.

Mayor Colvin provided an overview of the draft resolution.

The work group proposed that specialized services, such as OCS, ShotSpotter and drones as first responders, and the Crime Information Center, and other services, will continue to be operated by the City. In addition, Ms. Lisa Reid, Public Safety Communications Manager, would be appointed as the director of the joint PSAP and manage all staff-related items. Staff related items such as insurance, retirement, and seniority will be preserved, and the joint PSAP will maintain the highest certification standards. An integrator will be hired to ensure a balanced integration process and would be determined by the joint board.

Discussion ensued regarding the composition of the joint agency, operations, funding, call intake and dispatching procedures, available exit options, retention of assets, public engagement, budget impacts, and certifications.

If this is adopted, Mayor Colvin will be signing on behalf of Council, but the joint working group will continue to meet to complete the interlocal agreement.

A JOINT RESOLUTION OF THE FAYETTEVILLE CITY COUNCIL AND CUMBERLAND COUNTY BOARD OF COMMISSIONERS OF THE INTENT AND AGREEMENT TO ESTABLISH A SINGLE PUBLIC SAFETY ANSWERING POINT IN CUMBERLAND COUNTY. RESOLUTION NO. R2026-041.

MOTION: **Council Member Haire moved to adopt the joint resolution of the Fayetteville City Council and the Cumberland County Board of Commissioners of the Intent and Agreement to Establish a Single Public Safety Answering Point in Cumberland County.**
SECOND: **Council Member McNair**
VOTE: **UNANIMOUS (10-0)**

MOTION: **Council Member Haire moved to request the joint working group to continue working with periodic updates to the City Council**
SECOND: **Council Member Jones**
VOTE: **UNANIMOUS (10-0)**

6.0 ADJOURNMENT

There being no further business, the meeting adjourned at 10:26 a.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
070826

MITCH COLVIN
Mayor

DRAFT

City of Fayetteville

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

City Council Action Memo

File Number: 26-0541

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A2

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

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

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

DATE: **August 10, 2026**

RE:
Approve Work Session Start Time from 3:00 p.m. to 2:00 p.m.

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal III: The City of Fayetteville will be a city invested in today and tomorrow.

Executive Summary:
At the May 13, 2026, City Council Policies Review Committee meeting a motion was made with unanimous approval to change the start time of the Work Sessions from 3:00 p.m. back to 2:00 p.m.

At the May 26, 2026, City Council Meeting Council voted unanimously to move this item to a future work session for further discussion.

During the August 3, 2026, Work Session, consensus of Council was to approve the Work Session start time from 3:00 p.m. to 2:00 p.m. Council Members Ferguson, Jones, and McMillan were opposed to the consensus motion.

Background:
City Council approved the 2026 City Council Meeting Dates Calendar by Resolution (R2025-038) during the October 27, 2025, Council Meeting. At the February 9, 2026, Regular Council Meeting a motion was made to change the work session start time from 2:00 p.m. to 3:00 p.m. The motion passed 8-2 with Council Members Davis and McMillan in opposition.

Issues/Analysis:
None.

Budget Impact:
None.

Options:
Approve the change to the Work Session start time from 3:00 p.m. to 2:00 p.m.
Do not approve the change to the Work Session start time from 3:00 p.m. to 2:00 p.m.
Do not approve the change to the Work Session start time from 3:00 p.m. to 2:00 p.m.

and provide staff with further guidance.

Recommended Action:
Approve the change to the Work Session start time from 3:00 p.m. to 2:00 p.m.

Attachments:
2026 City Council Meeting Dates Calendar
Resolution R2025-038
February 9, 2026, Regular Meeting Minutes
Draft May 13, 2026, City Council Policies Review Committee Minutes

2026 City Council Meeting Dates

JANUARY

Thurs., Jan 1	**New Year's Day—City Offices Closed**
Mon., Jan. 5	Council Work Session, 2 p.m., Council Chamber
Mon., Jan. 12	Regular Council Meeting, 6:30 p.m., Council Chamber
Mon., Jan 19	**MLK Jr. Day - City Offices Closed**
Tues.-Wed Jan. 20-21	Strategic Planning Retreat, Gilmore Recreation Center
Wed., Jan. 21	Agenda Briefing, 5 p.m., Teams
Mon., Jan. 26	Regular Council Meeting, 6:30 p.m., Council Chamber

FEBRUARY

Mon., Feb. 2	Council Work Session, 2 p.m., Council Chamber
Mon., Feb.9	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Feb. 18	Agenda Briefing, 5 p.m., Teams
Mon., Feb. 23	Regular Council Meeting, 6:30 p.m., Council Chamber

MARCH

Mon., March 2	Council Work Session, 2 p.m., Council Chamber
Mon., March 9	Regular Council Meeting, 6:30 p.m., Council Chamber
Mon. - Wed. March 16-18	NLC Congressional Cities Conference, Washington, D.C.
Wed., March 18	Agenda Briefing, 5 p.m., Teams
Mon., March 23	Regular Council Meeting, 6:30 p.m., Council Chamber

APRIL

Fri., April 3	**Good Friday - City Offices Closed**
Mon, April 6	Council Work Session, 2 p.m., Council Chamber
Mon., April 13	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., April 22	Agenda Briefing, 5 p.m., Teams
Mon., April 27	Regular Council Meeting, 6:30 p.m., Council Chamber

MAY

Mon., May 4	Council Work Session, 2 p.m., Council Chamber
Tues.-Thur., May 5-7	NCLM City Vision — Raleigh
Mon., May 11	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs., May 14	Council Budget Work Session, 10 a.m., Council Chamber
Wed., May 20	Agenda Briefing, 5 p.m., Teams
Thurs., May 21	Council Budget Work Session, 10 a.m., Council Chamber
Mon., May 25	**Memorial Day - City Offices Closed**
Tues., May 26	Regular Council Meeting (Budget Public Hearing), 6:30 p.m., Council Chamber
Thurs., May 28	Council Budget Work Session, 10 a.m., Lafayette Room

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

JUNE

Mon., June 1	Council Work Session, 2 p.m., Council Chamber
Mon., June 8	Regular Council Meeting, 6:30 p.m., Council Chamber, Adopt FY 26-27 Budget
Wed., June 17	Agenda Briefing, 5 p.m., Teams
Fri., June 19	**Juneteenth - City Offices Closed**
Mon., June 22	Regular Council Meeting, 6:30 p.m., Council Chamber

JULY

No City Council Meetings Established

Fri., July 3	**Independence Day - City Offices Closed**

AUGUST

Mon., Aug.3	Council Work Session, 2 p.m., Council Chamber
Mon., Aug. 10	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Aug. 19	Agenda Briefing, 5 p.m., Teams
Mon., Aug. 24	Regular Council Meeting, 6:30 p.m., Council Chamber

SEPTEMBER

Mon., Sept. 7	**Labor Day - City Offices Closed**
Tues., Sept.8	Council Work Session, 2 p.m., Council Chamber
Mon., Sept. 14	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Sept. 23	Agenda Briefing, 5 p.m., Teams
Mon., Sept. 28	Regular Council Meeting, 6:30 p.m., Council Chamber

OCTOBER

Mon., Oct. 5	Council Work Session, 2 p.m., Council Chamber
Mon., Oct. 12	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Oct. 21	Agenda Briefing, 5 p.m., Teams
Mon., Oct. 26	Regular Council Meeting, 6:30 p.m., Council Chamber

NOVEMBER

Mon., Nov. 2	Council Work Session, 2 p.m., Council Chamber
Mon., Nov. 9	Regular Council Meeting, 6:30 p.m., Council Chamber
Wed., Nov. 11	**Veteran's Day - City Offices Closed**
Wed., Nov. 18	Agenda Briefing, 5 p.m., Teams
Wed.—Sat. Nov. 18-21	NLC Conference, Nashville, TN
Mon., Nov. 23	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs. - Fri., Nov. 26-27	**Thanksgiving - City Offices Closed**

DECEMBER

Mon., Dec. 7	Council Work Session, 2 p.m., Council Chamber
Mon., Dec. 14	Regular Council Meeting, 6:30 p.m., Council Chamber
Thurs. - Fri. Dec. 24—25	**Christmas - City Offices Closed**

City Council Work Session/Meeting Information

- Work Sessions are held at 2 p.m. in the Council Chamber, City Hall, generally on the first Monday of each month.
- Regular meetings are held at 6:30 p.m. in the Council Chamber, City Hall, and the Council's Discussion of Agenda Items is held at 5:30 p.m. preceding the regular meetings in the St. Avold Conference Room, third floor, City Hall. Regular meetings are broadcast live on FAYTV and are re-broadcasted on Wednesdays following the meetings at 10 p.m. Archived meetings are also available on the City's YouTube channel at www.FayTV.net
- The Public Forum shall be held on the first scheduled regular Council meeting each month, which is usually the second Monday.
- Agenda briefings are held at 5 p.m. via Teams, generally on the third Wednesday of each month. Login information is located on the City's website calendar of events tab.

January

Su	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

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NLC Conferences | Regular Meeting | Agenda Briefing
NCLM Conference | Work Session | Budget Work Session
Strategic Planning Retreat | Holidays

Resolution No. R2025-038

RESOLUTION OF THE CITY COUNCIL, CITY OF FAYETTEVILLE, NORTH CAROLINA TO ADOPT THE 2026 CITY COUNCIL MEETING DATES CALENDAR TO CLARIFY THE TIME AND LOCATION OF THE CITY COUNCIL REGULAR MEETINGS

WHEREAS, the Fayetteville City Council has enacted a strategic plan that promotes efficient and effective government; and

WHEREAS, the City's strategic plan includes targets for action that require significant commitments on City resources and time to complete; and

WHEREAS, North Carolina General Statutes require a public body to provide notice of its regular meetings; and

WHEREAS, adopting an annual meeting schedule provides clarity for the Council, staff, and the public regarding the dates and times for the conduct of City business; and

WHEREAS, it is in the best interest of the City to formalize its regular meeting schedule for the calendar year 2026;

NOW THEREFORE, BE IT RESOLVED to adopt the attached calendar titled City Council Meeting Dates to clarify the time and location of the City Council regular meetings for 2026; and RESOLVES that any deviations of these regular meetings will be done consistent with the North Carolina Open Meetings Law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, this the 27th day of OCTOBER, 2025; such meeting was held in compliance with the Open Meetings Act at which a quorum was present and voting

By: _____
MITCH COLVIN, MAYOR

ATTEST:

_____
JENNIFER L. AYRE, CITY CLERK

FAYETTEVILLE NORTH CAROLINA

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
FEBRUARY 9, 2026
6:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Council Member Derrick Thompson (District 6); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

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
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Finance Officer
Willie Henry, Chief Information Officer
John Jones, Office of Community Safety Director
David Scott, Communications Manager
Brian McGill, Assistant Public Services Director
Sheila Thomas-Ambat, Public Services Director
Dereke Planter, Code Enforcement
Tyffany Neal, Transit Director
Christopher Cauley, Economic and Community Development Director
Kimberly Toon, Purchasing Manager
Jennifer Ayre, City Clerk
Leslie Mozingo, CEO and Owner, Strategics Consulting
Kyle Leopard, Managing Director, Strategics Consulting
John Easterling, Government Relations Director, Checkmate Government Relations
Derrick Applewhite, Government Relations Director, Checkmate Government Solutions
Eric Moore, Senior Research Associate, UNC Charlotte Urban Institute (via TEAMS)
Jenny Hutchinson, Senior Research Associate, UNC Charlotte Urban Institute (via TEAMS)
Rachel Jackson-Gordon, Family Resiliency Center, Research Associate, University of Illinois Urbana-Champaign (via TEAMS)
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:59 p.m.

2.0 INVOCATION

The invocation was offered by Reverand Gayle Tabor of Crossroads Church.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Member Jones presented a Certificate of Excellence to the E.E. Smith Swim Team for winning the Eastern Sandhills Conference Championship. Council Member Jones also recognized the E.E. Smith Swim Team Coach for being named the men's and women's conference swim team Coach of the Year.

Council Member Haire presented a plaque to the Fayetteville Guard 6U Titans Football Team for their National Championship win in Plant City, Florida and ranked 5th in the nation.

Council Member Haire read a proclamation in honor of Dr. Aaron Johnson for his leadership and services.

Mayor Colvin extended warm wishes to everyone in celebration of Black History Month.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, invited residents and community partners to the upcoming Murchison Choice Neighborhood Initiative. The meeting is scheduled for Thursday, February 12, 2026, at Senior Center East, 917 Washington Drive.

Dr. Hewett announced City Council will hold a public hearing on Monday, February 23, 2026, at 6:30 p.m. to gather public input on a proposed policy allowing residents to request "No Parking" zones in multi-use lanes.

Dr. Hewett expressed gratitude to the Fayetteville Fire Department for their swift response in extinguishing the fire at a commercial property on Ramsey Street.

6.0 APPROVAL OF THE AGENDA

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

7.0 PUBLIC FORUM

Mr. Jake Provence, 611 Ravencroft Ct, Fayetteville, NC, expressed concerns regarding utility trailer code.

Ms. Melissa Williams, 1210 Morgan Street, Fayetteville, NC, expressed concerns regarding the City's strategic plan goals.

Dr. Brook Fletcher, 928 Montclair Road, Fayetteville, NC, requested support for family childcare home housing to workforce pilot.

Mr. Benjamin Hultquist, 801 Rim Road, Fayetteville, NC, expressed concerns regarding changes to the public forum.

Ms. Lorena Murray, Lockwood Drive, Fayetteville, NC, expressed concerns regarding changes to the public forum.

Ms. Kristen Starks, 100 Twin Acres Drive, Fayetteville, NC, expressed concerns regarding changes to the public forum.

Mr. Isaac Lacap, 309 Sylvan Road, Fayetteville, NC, expressed concerns regarding changes to the public forum.

Ms. Angela Freckleton, 5300 Brower Trail, Hope Mills, NC, expressed concerns regarding changes to the public forum.

Ms. Angela Tatum, 404 Pilot Avenue, Fayetteville, NC, expressed concerns regarding data centers.

8.0A CONSENT AGENDA

MOTION: Council Member McMillan moved to approve the consent agenda with the exception of Items 8.0A2 120.9 proposed, 8.0A3 addresses 484 Tacoma, and 905 Anarine Road, and 8.0A6
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

8.0A1 Approval of Meeting Minutes:
January 5, 2026 – Work Session
January 12, 2026 – Discussion of Agenda Items
January 12, 2026 – Regular
January 14, 2026 – Special
January 21, 2026 – Agenda Briefing

City Council approved the five draft meeting minutes.

8.0A2 Approve City Council Policies Review Committee Recommendations to City Council Policies ~~120.09,~~ 160.10, and 165.3.
Policy 120.09 PULLED FOR A SEPARATE VOTE

City Council approved rescinding City Council Policy 165.3 and replacing it with the newly created City Council Policy 160.10. Policy 160.10 establishes the City of Fayetteville's authority and procedures for reducing speed limits in school zones, as granted by North Carolina General Statute § 20-141.1. The policy ensures consistency and uniformity in how school speed zones are created, evaluated, and maintained, in accordance with the North Carolina Department of Transportation's "Standard Practice for Establishing a School Speed" (S-14, revised January 15, 2026).

The policy outlines responsibilities among NCDOT, Cumberland County Schools, and the City of Fayetteville for establishing, approving, funding, and maintaining school zones and related equipment. While NCDOT approves school zones for public schools and Cumberland County Schools maintains associated flashers, the City is responsible for school zones not maintained by those entities. The policy also defines cost responsibilities, maintenance obligations, reuse or ownership of equipment, and affirms the City's right to revise or remove school speed zones and related infrastructure based on changing conditions or roadway improvements.

8.0A3 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations
~~484 Tacoma Court – District 4~~ PULLED FOR A SEPARATE VOTE
511 S Eastern Boulevard – District 2
~~905 Anarine Road – District 2~~ PULLED FOR A SEPARATE VOTE
3634 Thorndike Drive – District 3

City Council approved demolitions of one commercial structure and one residential structure deemed dangerous.

511 S Eastern Boulevard – 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, 511 S. EASTERN BOULEVARD, PIN 0446-09-2995. ORDINANCE NO. NS2026-001

3634 Thorndike Drive – District 3
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, 3634 THORNDIKE DRIVE, PIN 0429-95-5812. ORDINANCE NO. NS2026-002

8.0A4 Approval of Professional Service Contract Execution Recommendation for $1,827,735 for the design of the Arran Lake West Dam Overtopping Protection Project

City Council authorized the execution of an engineering services contract in the amount of $1,827,735 for the design of Arran Lakes West Dam Overtopping Protection Project to the consulting firm Hazen and Sawyer.

8.0A5 Approve FAST's 2026 Public Transportation Agency Safety Plan (PTASP) Update

City Council approved the Fayetteville Area System of Transit's 2026 Public Transportation Agency Safety Plan (PTASP) update. This safety plan guides transit to more effectively and proactively manage safety risks in their system. The PTASP is also required to continue to receive FTA funding.

8.0A6 PULLED FOR A SEPARATE VOTE

8.0A7 Approve Bid Recommendation for Tokay Park Pickleball Conversion Project

City Council approved the award and authorized the City Manager to execute a contract for the Tokay Park Pickleball Conversion Project with the lowest responsive, responsible bidder, K & C Contractors, Inc., in the total amount of $674,000.00.

8.0A8 Authorize the City Manager to negotiate and enter into a contract for pre-construction activities for Fire Station No. 9 Construction Manager at Risk Selection

City Council authorized the City Manager to negotiate and enter into a contract for pre-construction activities for Fire Station No. 9 with Swinerton as the Construction Manager at Risk.

8.0A9 PWC – Approve Sole Source Recommendation – Spare Parts for Existing on-Load Tap Changers (OLTC)

City Council approved the sole source recommendation to purchase spare parts for existing on-load tap changers (OLTC) from Reinhausen Manufacturing, Inc, the sole provider in North Carolina, in the amount of $178,691.04, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A10 PWC – Approve Sole Source Request – Purchase Distribution Transformers (Overhead, Single-Phase Padmount, and three-Phase Padmount)

City Council approved the sole source request to purchase Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) from ERMCO (Electric Research Manufacturing Company) of Dyersburg, Tennessee, in the amount of $690,155.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A11 PWC – Approve Bid Recommendation – Gas Turbine 6 IR Load Gearbox Parts and Repair

City Council approved the award for the purchase of Gas Turbine 6 IR Load Gearbox Parts and Repair to Philadelphia Gear Corporation, Huetown, AL, the lowest responsive and responsible bidder, and in the best interest of PWC, in the total amount of $529,997.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A12 PWC – Approve Bid Recommendation – BABA Galvanized Steel Transmission Poles

City Council approved the award recommendation for purchase of BABA Galvanized Steel Transmission Poles to M. D. Henry Co., Inc., Pelham, AL, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $3,265,995.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A13 PWC – Approve Recommendation to Reject Non-Conforming Bids – Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase

City Council approved the recommendation to reject non-conforming bids for the Switch, Recloser Bypass, Cross Arm Assembly, 3 Phase.

8.0A14 PWC – Approve Recommendation to Reject Non-Conforming Bids – Three Phase Padmount Transformers

City Council approve the recommendation to reject non-conforming bids for the Three Phase Padmount Transformers.

8.0A15 PWC – Approve Recommendation to Reject Non-Conforming Bids – Cable, 1/0 ALCN EPR 25KV, 1/C

City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C. Non-conforming bids were received from Border States Electric,

Greenville, SC, Wesco Distribution, Inc, Clayton, NC, and Utility Service Agency Inc, Wake Forest, NC.

8.0A16 PWC – Approve Recommendation to Reject Non-Conforming Bids – Cable, 1/0 ALCN EPR 25KV, 1/C

City Council approve the recommendation to reject non-conforming bids for the Cable, 1/0 ALCN EPR 25KV, 1/C. Non-conforming bids were received from Border States Electric, Greenville, SC, Wesco Distribution, Inc, Clayton, NC, Nextgen Metals, Inc., South Korea, Bell Electrical Supply Co. Inc., Peachtree Corners, GA, and American Wire Group, LLC, Columbia

8.0A17 PWC – Approve Resolution for Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc.

City Council adopted the resolution for a Permanent Pipeline Easement, Temporary Construction Easements and a License Rights to Piedmont Natural Gas Company, Inc.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CONVEYANCE OF A PERMANENT PIPELINE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS AND LICENSE RIGHTS TO PIEDMONT NATURAL GAS COMPANY, INC. RESOLUTION NO. R2026-003

8.0A18 PWC – Phase 5 Annexation Area 29 Preliminary Assessment Resolution to be Adopted and Public Hearing

City Council adopted the Preliminary Assessment Resolution for Phase 5 Annexation Area 29 and hold the public hearing on March 23, 2026.

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 29 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A". RESOLUTION NO. R2026-004

8.0A19 PWC – Phase 5 Annexation Area 30 Preliminary Assessment Resolution to be Adopted and Public Hearing

City Council adopted the Preliminary Assessment Resolution for Phase 5 Annexation Area 30 and hold the public hearing on March 23, 2026.

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 30 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A". RESOLUTION NO. R2026-005

8.0A20 PWC – Phase 5 Annexation Area 31 Preliminary Assessment Resolution to be Adopted and Public Hearing

City Council adopted the Preliminary Assessment Resolution for Phase 5 Annexation Area 31 and hold the public hearing on March 23, 2026.

PRELIMINARY ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA FOR THE EXTENSION OF THE SANITARY SEWER COLLECTION SYSTEM IN ALL OR A PORTION OF THE STREETS WITHIN AREA 31 OF THE PHASE 5 ANNEXATION LISTED ON EXHIBIT "A". RESOLUTION NO. R2026-005

8.0B ITEMS PULLED FROM CONSENT

8.0A2 Approve City Council Policies Review Committee Recommendations to City Council Policies 120.09.

Council Member McMillan expressed concerns of restricting resident's rights and lack of formal public input due to the proposed amendments to City Council Policy 120.09 for the Public Forum and recommended accommodations.

Ms. Lachelle Pulliam, City Attorney stated a regular meeting of the Council is regularly occurring, which includes the Work Session. The City Council Calendar lists the Work Session as a meeting it is just titled Work Session as opposed to a Regular Meeting.

Mayor Pro Tem Thompson and Council Member Hondros provided background on the multiple times the policy had been discussed during the Council Policies Review Committee meetings over the last couple of years.

Discussion ensued.

MOTION: **Council Member McMillan moved to table City Council Policy 120.09 proposed amendments to a future work session to allow for comprehensive public input and legal review.**
SECOND: **Council Member Ferguson**
VOTE: **FAILED (2-8) Opposed: Colvin, Davis, Jones, Haire, Greene, Thompson, McNair, and Hondros**

Discussion ensued.

MOTION: **Council Member Thompson moved to change the work session start time from 2:00 p.m. to 3:00 p.m. and begin Announcements and Recognitions at 6:15 p.m. with public forum immediately after, leave the sign up to end at 5:00 p.m. the day of the meeting, and approve remaining changes to City Council Policy 120.09**
SECOND: **Council Member Ferguson**
VOTE: **PASSED (8-2) Opposed: Davis and McMillan**

8.0A3 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations
484 Tacoma Court – District 4
905 Anarine Road – District 2

City Council approved demolition ordinances with a 60-day stay for two residential properties deemed dangerous. This will allow the property owners a longer time to work on addressing the code violations.

484 Tacoma Court – 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 OF FAYETTEVILLE, NC, 484 TACOMA COURT, PIN 0408-68-9291. ORDINANCE NO. NS2026-003

905 Anarine Road – 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, 905 ANARINE ROAD, PIN 0428-61-2382. ORDINANCE NO. NS2026-004

MOTION: **Council Member Haire moved to keep 484 Tacoma Court and 905 Anarine Road to provide an additional 60 days for staff to work with the property owners**
SECOND: **Council Member Davis**
VOTE: **UNANIMOUS (10-0) (Council Member McMillan's vote counts in the affirmative due to unexcused absence.)**

8.0A6 Authorization to Apply for Fiscal Year 2025 Choice Neighborhood Implementation Grant and Appropriate Additional Funding for the Application

Mr. Christopher Cauley, Economic and Community Development Director, stated staff have been working on the Choice Neighborhood Grant since 2020, when Fayetteville was one of eleven cities that won a national planning grant to incorporate mixed-income, affordable housing, and market-rate housing into the redevelopment of Murchison Road. The City then worked on applying for $41 million of a $50 million implementation grant. The City was

shortlisted but ultimately did not receive the award. Most municipalities are not awarded the grant on their first application.

The new grant opportunity is now out, and applications are due March 6, 2026. This involves redevelopment of Murchison Townhomes at Rosemary and the Elliot Circle property, as well as neighborhood-wide projects and infrastructure, to include advancing plans around trails and parks. The Housing Authority has recruited a nationally recognized mixed-income housing developer to partner in the community. Staff is reviewing the feedback provided by the U.S. Department of Housing and Urban Development (HUD) from the last application to be addressed in order to be a winner this year. The maximum grant is $26 million. Staff will be requesting from Council funding and a commitment to work with partners on the Choice Neighborhood Implementation Grant effort.

Discussion ensued.

Mr. Cauley stated the City is guided by federal regulation called the Uniform Relocation Act, that says we cannot displace people using federal money. Every person in an area targeted for redevelopment has first right to return, as well as come up with a plan for them while the redevelopment takes place which includes meeting with them to determine the best place for them to live while the redevelopment takes place.

MOTION: Council Member Haire moved to authorize staff to apply for the Fiscal Year 2025 Choice Neighborhood Implementation Grant for the Murchison Road area and adopt Budget Ordinance Amendment 2026-5 and Special Revenue Project Ordinance Amendment 2024-11.
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 Annual Report – Fayetteville Advisory Committee on Transit (FACT)

Mr. Austin Campbell, Fayetteville Advisory Committee on Transit (FACT) Chair, presented this item with the aid of a PowerPoint presentation and stated the mission of FACT is to advise Council. Mr. Campbell reviewed the membership and the current metrics on fixed route and paratransit ridership, collisions, road calls, and valid complaints. Accomplishments include the ribbon cutting for the electric buses and charging infrastructure, the new express route to western Fayetteville, and the Title VI Fare and Service Equity Analysis. The Transit Feasibility Study is expected to be presented to Council at next month's Work Session. Revenue vehicle replacements show that fixed routes have 33 buses, of which 15 have exceeded their useful life. Paratransit has 21 buses, of which 18 have exceeded their useful life. Ongoing challenges include the need for transit operators, bus mechanics, and an aging fleet.

Discussion ensued.

MOTION: Council Member McMillan moved to accept the Fayetteville Advisory Committee on Transit annual report
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

10.0 STAFF REPORTS

10.01 Adoption of the 2026 State Action Agenda

Ms. Jodi Phelps, Assistant City Manager, introduced Mr. John Easterling and Derrick Applewhite, Government Relations Directors with Checkmate Government Solutions. Ms. Phelps stated this is the second year on the two-year legislative cycle, this is because this is the second year of biennium and start of the short session. The priorities align closely with Council's strategic priorities.

Mr. Easterling stated Checkmate has had the privilege of representing the City for the past six years in Raleigh at the state level. Mr. Easterling provided an overview of upcoming legislative focus areas to include the primary season, state budget, property tax discussions, housing and zoning, Hurricane Helene funding and Medicaid funding.

Funding needs for the City include $4 million for mental health co-response, homeless support, and community-based violence interruption. $2 million for affordable and workforce housing initiatives. $500,000.00 for a transportation connectivity study specifically focused on I-

685, rails, and surface transportation. $5 million for sewer and water extension support. $10 million for pedestrian safety projects. $1 million for workforce development initiatives. $3 million for a public safety training center. $2 million for the Cape Fear River Park Trail Extension Phase II. $2 million for solid waste and transit facility modernization and improvements.

Policy requests include equitable tax distribution among local government entities; recruitment and retention initiatives, specific to extending the Law Enforcement Officers Separation Allowance to firefighters; ghost gun regulations, and dam infrastructures for Arran Lakes West and College Lakes.

Discussion ensued.

MOTION: Council Member Thompson moved to adopt the 2026 State Action Agenda
SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

10.02 Adoption of the 2026 Federal Action Agenda

Ms. Jodi Phelps, Assistant City Manager, introduced Ms. Leslie Mozingo, CEO and Owner, and Mr. Kyle Leopard, Managing Director with Strategics Consulting. Ms. Mozingo stated they have been the City's federal lobbyist for the past seven years. Ms. Mozingo reminded Council that anything that did not get finished this year will have to be reapplied for. The biggest emphasis is to take Council priorities and ensure the language lines up with the priorities of the current administration and leadership.

Ms. Phelps stated much like the State agenda, the federal priorities did not change much and continue to follow the strategic plan priorities. Transportation and Infrastructure includes the airport, public transportation, and infrastructure; Housing and Community Development includes Choice Neighborhoods, fair housing assistance, HOME, HOPWA, and CDBG funding, and blight removal and neighborhood revitalization; Public Safety includes School Resource Officer and school safety programs, Office of Community Safety programs, public safety recruitment, firefighter cancer benefits, and PFAS disposal; Economic and Community Development and Quality of Life includes active duty military and Veteran support, next generation workforce, airport corridor improvement and economic development, and I-685 connectivity.

Mr. Leopard stated across all opportunities, Strategics is continually trying to assess the City's goals and align potential federal opportunities to move the projects forward. This is done by identifying and pursuing federal grants and other funding opportunities, developing strong relationships with members of the congressional delegation and federal agencies, and monitoring of legislative and regulatory issues.

Discussion ensued.

MOTION: Council Member Thompson moved to accept the 2026 Federal Action Agenda
SECOND: Council Member McNair
VOTE: UNANIMOUS (10-0)

11.0 PUBLIC HEARINGS

11.01 Public Hearing on Owner's Request for Removal from Downtown Municipal Service District

Mr. Christopher Cauley, Economic and Community Development Director, stated this public hearing is required by general statute based on a request from a property owner to be removed from the Downtown Municipal Service District. Ms. Lachelle Pulliam, City Attorney stated this is required under North Carolina General Statute 160A-538.1 which states upon the request from a property owner for removal the City Council must schedule a public hearing for consideration of removal from the district.

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

Mr. Ed Croot, 220 Hugh Shelton Loop, Fayetteville, NC, spoke in favor of this item.

Mr. Joe Jackson, 220 Hugh Shelton Loop, Fayetteville, NC, spoke in favor of this item.

Dr. Jimmie Riggins, 220 Hugh Shelton Loop, Fayetteville, NC, spoke in favor of this item.

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

Mayor Colvin asked what an immediate remedy for the property owners that is are still being charged a tax. Dr. Douglas Hewett, City Manager, stated solid waste fees were removed, but as outlined in the agenda item the State Statute speaks to how properties enter and exit the district and that there must be a finding that they do not benefit to the extent of others.

Discussion ensued.

MOTION: **Council Member Davis moved to send this to the Council Policies Review Committee to formulate a policy for removal from the Municipal Service District**
SECOND: **Council Member Haire**
VOTE: **PASSED (9-1) Opposed: Mayor Colvin**

12.0 OTHER ITEMS OF BUSINESS

12.01 Receive Fire Station #4 Construction Defect Assessment Report from ABS

Mr. Steve Moore, President Meritus of Applied Building Sciences (ABS) provided his professional background and stated ABS offers forensic architectural services with experience in architectural, structural, civil, and roofing disciplines. In August 2025, ABS was requested to review Fire Station 4 for construction defects and provide recommendations for future utilization of the building.

The governing codes require fire stations be designed and constructed with higher degree of design requirements than residential houses because, during a natural disaster, a fire station must be able to withstand the weather. Therefore, it is imperative that a fire station be strictly built in correspondence with the approved plans, specifications, North Carolina (NC) building code, and other construction documents. If questions develop during construction, there is a process for the contractor to follow, called a Request for Information, which is submitted to the architect and engineer for clarification or revision. They are not allowed to ignore the building plans, specifications, or building codes.

Mr. Moore stated no City staff, or City Council, was responsible in the management of the construction project. The were involved in monitoring the process and taking action as needed and warranted. The architect, Stewart Cooper Newell, was hired for design and limited construction administration. In addition, they were required to visit the site monthly to evaluate ongoing issues and address compliance, questions, or issues. Froehling and Robertson were hired as a third-party construction administration service to complete special inspections required by the NC building codes. Brawley Construction had full responsibility of managing the day-to-day operations and construction of the project.

ABS reviewed available documents to identify possible building components that were not specially incorporated in accordance with the NC building code requirements. Possible components that did not receive the special certifications include construction of the masonry pours, tie beam reinforcements, installation of diamond dowels, field welded beam splices, welder certifications and qualifications, structural steel connections, construction of the apparatus bay training columns, and construction of light gauge metal framing. ABS evaluated and provided their professional opinion on the roof assembly and structure, interior and exterior concrete masonry walls, exterior cast stone, interior concrete slabs, pre-engineered metal building, light gauge metal framing, domestic drainage pipe systems, MEP systems, and industrial hygiene. Mr. Moore stated it is the opinion of ABS that repairs are neither economically practical or technically feasible and recommends the existing building, substructure, superstructure, foundations, and remaining systems be demolished.

Discussion ensued.

Council Member McMillan recommended having further open conversation so that residents are aware of the project and how we can ensure this does not take place again. Council Member Greene stated there was third-party oversight on this project based on recommendations from construction management and direction from Council after addressing previous projects, which is the reason why the City has as much documentation as we have.

MOTION: **Council Member Hondros moved to accept the Fire Station #4 Construction Defect Assessment Report and recommendations from ABS and have staff come back with additional details of recommendation.**

SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

12.02 Receive Presentation on the Cost of Gun Violence Study

Mr. John Jones, Office of Community Safety Director, introduced Dr. Eric Moore, Senior Research Associate, UNC Charlotte Urban Institute.

Dr. Moore presented this item with the aid of a PowerPoint Presentation and introduced Dr. Jenny Hutchinson, Research Associate, UNC Charlotte Urban Institute, and Dr. Rachel Jackson-Gordon, Family Resiliency Center, Research Associate, University of Illinois Urbana-Champaign. Dr. Moore recognized the City of Fayetteville, Fayetteville Police Department, and community partner, thegroupTheory, Inc.

The project purpose was to gain a more complete and robust understanding of gun violence in Fayetteville and recommend feasible and relevant prevention strategies. The research team employed a mixed method approach; focusing on the landscape of firearm violence, estimated cost affiliated with gun violence, and community perception. Non-violent and violent crime rates were reviewed and overall, there was a decline between 2022 and 2024, but there was monthly volatility. Non-violent crime had a 14 percent (%) decrease and violent crime had a 40% decrease. Gun violence was reviewed from a nuanced approach, comparing gun violence between areas that have ShotSpotter and those that do not. For areas that do not have ShotSpotter, researchers focused on census tracts that were statistically similar to the areas with ShotSpotter to ensure comparisons were fair and results reliable. While the ShotSpotter areas did see a higher level of gun violence compared to the average neighborhoods, when compared to the statistically similar areas, the difference in violent and non-volent crime rates were not statistically significant.

Dr. Hutchinson stated the real cost of gun violence is the loss of lives and the pain of their family members and community. When the economic consequences of gun violence are examined, gun violence can then be quantified on how expensive it is in the community. Researchers reviewed 1,033 incidents that occurred in 2024 with 185 resulting in some form of death or injury. The data is then applied to a series of nation-and-state-wide proxy variables to estimate the cost of gun violence. Four categories assessed included criminal justice system costs, medical expenses, employer productivity loss, and quality of life. The total economic cost of gun violence in the City of Fayetteville was estimated to be $465,902,217.00 in 2024.

Dr. Hutchinson stated there were five main themes within the community perception research:

- Negative perception of neighborhoods contribute to disinvestment, which may create an environment that facilitates gun violence.
- Gun culture and exposure contribute to an environment that presents opportunities for unsafe gun-related activities, specifically around safe gun usage and normalization of violence.
- The community has concerns about the return on investment for ShotSpotter and wants more information.
- Youth development factors drive gun violence and are opportunities for prevention.
- Consistent community engagement is needed within communities and across sectors to support prevention of gun violence.

Dr. Jackson-Gordon stated the most dominate message was a hopeful message about prevention and that it takes people working together and being deeply invested with people from the community leading the way.

Dr. Moore stated the research team took the various research methods and combined them into a more cohesive understanding for integrated findings. While higher than citywide averages, residents' experiences and data show comparable levels of gun violence across peer neighborhoods; young adults (18-24 years old) and gun violence are often tied together; and perceived widespread firearm access is seen as a significant issue.

Dr. Moore provided the five recommendations from the study, but highlighted that the study has additional recommendations.

- Recording and categorizing data to account for the intentionality of the incident and more explicitly capture the relationship between victim and offender.

- Expand prevention strategies in and outside ShotSpotter areas by seeking the support of local organizations.
- Invest in local programs that focus on early prevention by building skills, employment pathways, mentorship, and safe spaces.
- Offer gun safety courses, hands-on demonstrations, and resources on best practices for gun ownership.
- Reframe the conversation around gun violence to provide more context to help people understand the systemic factors.

Mr. Jones recognized that the City already pays a hefty price for the cost of gun violence and that research demonstrates a well implemented community safety and violence prevention strategy consistently produce strong returns on investment by reducing justice system involvement, medical costs, and lost productivity. The data tells us we are spending far more reacting to gun violence than we are in preventing it.

Discussion ensued.

MOTION: Council Member Davis moved to accept the report.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

13.0 ADJOURNMENT

There being no further business, the meeting adjourned at 11:25 p.m.

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
020926	

FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
MAY 26, 2026
6:30 P.M.

Present: Mayor Mitch Colvin;

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6) (arrived at 6:34 p.m. departed at 8:10 p.m.); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney (via TEAMS)
Victoria Curtis, Assistant City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Financial Officer
Gerald Newton, Development Services Director
Jerry Clipp, Human Resource Development Director
David Scott, Communications Manager
Jennifer Baptiste, Ombudsman
Kimberly Toon, Purchasing Manager
Andrew Mansell, Senior Assistant to the City Manager
Richard King, PWC Chairman
Timothy Bryant, PWC President and CEO
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:30 p.m.

2.0 INVOCATION

The invocation was offered by Rabbi Scott Klein, U.S. Army Chaplain.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Mayor and City Council. The National Anthem was sung by Ms. Nishi Chapatwala.

4.0 ANNOUNCEMENTS

Council Member Jones announced the opening of Roots of Resilience Community Farmers Market at 4616 Murchison Road, Fayetteville, NC. The market is open on the 2nd and 4th Thursdays of the month from 5:30 p.m. – 8:30 p.m.

Council Member Jones announced Heroes of Cumberland County, a performance by select youth of Cumberland County Schools, presented by Greater Life of Fayetteville scheduled for Friday, May 29, 2026, 6:30 p.m. – 8:00 p.m. and Saturday, June 6, 2026, 2:00 p.m. – 4:00 p.m. at Fayetteville Technical Community College, Tony Rand Student Center, 2200 Hull Road, Fayetteville, NC.

Council Member Jones extended birthday wishes to his father in celebration of his 85th birthday.

Council Member Ferguson announced the 4th Annual Picnic in the Park at Lake Rim Park, 2214 Tar Kiln Drive, Fayetteville, NC, on Sunday, June 7, 2026, 3:00 p.m. – 8:00 p.m.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, announced the next Doug in the District is scheduled for Thursday, May 28, 2026, at 6:00 p.m. at New Life Bible Church, 1420 Hoke Loop Road, Fayetteville, NC.

Dr. Hewett announced the ribbon cutting ceremony for The Courts at Glenville Lake, 730 Filter Plant Drive, Fayetteville, NC, is scheduled for June 3, 2026, at 10:00 a.m.

Dr. Hewett recognized and announced the upcoming retirements of several valued members of the City of Fayetteville. Their years of dedicated service, leadership, and commitment have made a lasting impact on our City and our community.

Mr. Terrance Roberson, Street Maintenance Supervisor, 39 years of service.
Mr. Derrick Bowens, Infrastructure Technology Solutions Officer, 25 years of service.
Mr. Lemuel Ivey, Fire Captain, 40 years of service.
Mr. Anthony Mathis, Equipment Operator, 17 years of service.
Ms. Patricia Johnson, Permit Technician Supervisor, 14 years of service.
Ms. Kisha Deal, 911 Communicator Supervisor, 22 years of service.
Ms. Diana Engel, Forensic Technician, 21 years of service.
Mr. James Roper, Transit Supervisor, 28 years of service.
Mr. Timothy Ake, Fire Lieutenant, 31 years of service.
Ms. Michele Smith-Riordan, Community Engagement Manager, 25 years of service.
Mr. Darryl Smith, Equipment Operator III, 5 years of service.

6.0 APPROVAL OF THE AGENDA

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

7.0A CONSENT AGENDA

MOTION: Council Member McMillan moved to approve the consent agenda with the exception of Items 7.0A2, 7.0A4, and 7.0A12 for an up or down vote.
SECOND: Council Member Ferguson
VOTE: UNANIMOUS (10-0)

7.0A1 Approval of Meeting Minutes:

May 4, 2026 – Work Session
May 11, 2026 - Discussion of Agenda Items
May 11, 2026 - Regular
May 14, 2026 – Budget Work Session

City Council approved the four draft meeting minutes.

7.0A2 PULLED FOR A SEPARATE VOTE

7.0A3 Adopt Resolution Authorizing a Lease for the Central District Office of the Fayetteville Police Department

City Council adopted a resolution to authorize a property lease at 3811 Sycamore Dairy Road for the Central District Office of the Fayetteville Police Department. The current lease will expire on June 30, 2026, and the City would like to continue leasing the building and enter into a new five-year agreement. The new lease also adds a 192 square feet building for storage in addition to the current 7,000.00 square foot building. The rent will be $9,385.00 monthly with an approximate 1.5 percent (%) increase annually during the term of the lease.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING A LEASE AGREEMENT FRO THE CENTRAL DISTRICT OFFICE OF THE POLICE DEPARTMENT LOCATED AT 3811 SYCAMORE DAIRY ROAD. RESOLUTION NO. R2026-029

7.0A4 PULLED FOR A SEPARATE VOTE

7.0A5 P26-10: A request to rezone the property at 2025 Hope Mill Rd (0416123213000)

consisting of 0.31 acres and owned by Franco, Kimberly from Single Family Residential 10 (SF-10) to Office & Institutional (OI).

City Council approved the rezoning of 0.31 acres at 2025 Hope Mills Road from Single Family 10 (SF-10) to Office and Institutional (OI). The surrounding properties are a mixture of detached-single family homes and various forms of businesses that occupy either OI or Limited Commercial (LC). The Future Land Use Plan 2040 (FLUP) designates the property to be Office and Institutional (OI). On April 14, 2026, the Zoning Commission voted unanimously to recommend City Council approve this conditional rezoning request.

7.0A6 P26-16. Rezoning of seven parcels currently zoned as Downtown 2 (DT-2) (REID numbers 0437249598000, 0437342994000, 0437344946000, 043735419000, 0437345972000, 0437345969000, and 0437355055000), addressed as 227 Fountain Head Lane/150 Robeson Street, 615 Franklin Street, 625 Hay Street, 0 Hay Street, 116 Robeson Street, 0 N/A Drive, and 621 Hay Street; five parcels zoned Community Commercial (CC) (REID numbers 0531814927000, 0531811468000, 051716373000, 0531717651000, and 0531718967000), addressed as 6387 Ramsey Street, 0 Drive, 6369 Rosser Drive, 6387 Rosser Drive, and 0 Driver; two parcels zoned Office and Institutional (REID numbers 0416966493000 and 0416879025000), addressed as 1638 Owen Drive and 3416 Melrose Road; two zoned Limited Commercial (LC) (REID numbers 0426061055000 and 0407980597000), addressed as 3360 Village Drive and 1930 Skibo Road; and one parcel zoned as Downtown 1 (DT-1) (REID number 0437440908000) addressed as 101 Robeson Road to a Medical Arts Campus District (MAC) and removing properties from the Hospital Overlay District, totaling over 50 acres ± and being the properties of the Cumberland County Hospital System, Inc, represented by Macklyn Sellers.

City Council approved the rezoning of over fifty (50) acres on seven parcels to a new zoning district - the Medical Arts Campus Zoning District (MAC) and remove the current Hospital Overlay District. The hospital properties include the Main Campus on Owen Drive, Downtown Campus on Robeson, Skibo Healthplex, and the Ramsey Street/Andrews Road Complex. The Future Land Use Plan (FLUP) designates the subject properties as Office/Institutional (O/I), Downtown (DTMXU), Regional Center (RC), and Community Center (CC). The rezoning to MAC matches the general intent of the Future Land Use Plan and the Unified Development Ordinance. On April 14, 2026, the Zoning Commission voted unanimously to recommend City Council approve this conditional rezoning request.

7.0A7 P26-17. Conditional Rezoning of a parcel addressed as 120 N. Cool Springs Street, REID number 0437738825000 currently zoned as Downtown - 2 (DT-2) to Downtown - 2/Conditional Zoning (DT-2/CZ), consisting of .42 acres ± and being the properties of the J & L REI Holdings, LLC., represented by Jonathan Acevedo.

City Council approved the conditional rezoning of 0.47 acres at 120 North Cool Springs Street from Downtown-2 (DT-2) to Downtown 2/Conditional Zoning (DT-2/CZ). The rezoning was approved with the conditions of increasing the maximum density allowed for the property from four (4) units to ten (10) units as consistent with the Downtown - 1 (DT-1) zoning district. The property is designated as Downtown (DTMXU) development on the City's 2040 Future Land Use Map. Development of this property with a use allowed in the DT - 2 zoning district is consistent with the intent and guiding policies of the Future Land Use Plan. On April 14, 2026, the Zoning Commission voted unanimously to recommend City Council approve this conditional rezoning request.

7.0A8 Adopt Ordinances for Uninhabitable Structures: Demolition Recommendations

104 Fleishman Street – District 4
419 Hall Street – District 2
429 Chatham Street – District 2
1701 North Street – District 2

City Council adopted demolition ordinances for four residential structures deemed dangerous.

<u>104 Fleishman Street – District 4</u>

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, 104 FLEISHMAN STREET, PIN 0419-20-9979. ORDINANCE NO. NS2026-014

419 Hall 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, 419 HALL STREET, PIN 0437-61-2196. ORDINANCE NO. NS2026-015

429 Chatham 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, 429 CHATHAM STREET, PIN 0437-56-3989. ORDINANCE NO. NS2026-016

1701 North 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, 1701 NORTH STREET, PIN 0438-64-2424. ORDINANCE NO. NS2026-017

7.0A9 Adoption of Special Revenue Fund Project Ordinance 2026-13 to Appropriate McKinsey Settlement Funds

City Council adopted Special Revenue Fund Project Ordinance 2026-13 to appropriate $18,306.00 for the opioid strategies funded by McKinsey Settlement Funds. The City of Fayetteville received the funds from recent litigation concerning the national opioid epidemic.

7.0A10 Adopt Resolution to Convey Real Property and Issue Loans for the Affordable Single-Family Housing Development Program

City Council adopted a resolution authorizing the conveyance of sixteen City-owned residential lots and the issuance of related HOME Investment Partnerships Program construction loans under the City's Affordable Single-Family Housing Development Program. The conveyed lots are 203 and 205 B Street, 304, 306, and 308 South Cool Spring Street, 329 Cross Creek Street, 205 Deep Creek Road, 330 and 332 Lincoln Drive, and 208, 215, 216, 217, 220, 224, and 226 Nimocks Avenue.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA TO CONVEY REAL PROPERTY AND ISSUE LOANS FOR THE AFFORDABLE SINGLE-FAMILY HOUSING DEVELOPMENT PROGRAM. RESOLUTION NO. R2026-030

7.0A11 Accept the Juvenile Restitution Program Grant Awarded from North Carolina Department of Public Safety and Adopt Special Revenue Fund Project Ordinance Amendment

City Council accepted the Juvenile Restitution Program Grant Award and adopted Special Revenue Fund Project Ordinance 2026-10 to appropriate $92,273.00 for personnel and operating costs of the Fayetteville-Cumberland Juvenile Restitution Program. The $92,273.00 appropriation includes the $65,795.00 grant award, the City's local match of $15,951.00 and Cumberland County's local match of $10,527.00.

7.0A12 PULLED FOR A SEPARATE VOTE

7.0A13 Authorize the City Manager to execute a contract awarding the In-Ground Bus Lift Equipment Purchase and Installation to C&A Equipment Services, Inc. in the amount of $209,270.00

City Council authorized the City Manager to execute a contract awarding the in-ground bus lift equipment purchase and installation to C&A Equipment Services in the amount of $209,270.00.

7.0A14 PWC - Approve Bid Recommendation - Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank

City Council approved the construction award for the Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank to Utility Service Co., Inc, Perry, GA, the lowest responsive, responsible bidder and in the best interests of PWC, in the total amount of $600,500.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A15 PWC - Approve Bid Recommendation - Materials Contract for Construction Ops and Storms

City Council approved the purchase award recommendation for the Materials Contract for Construction Ops and Storms to Crowder Trucking LLC, Fayetteville, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $264,700.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A16 PWC - Approve Sole Source Recommendation - Distribution Transformer Purchase

City Council approved the Sole Source Recommendation for PWC's Electrical Engineering and Construction Department to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements.

The approval authorizes a one (1) year sole source agreement with the option to renew for two (2) additional one (1) year terms for the purchase of Distribution Transformers (Overhead, Single-Phase Padmount, and Three-Phase Padmount) manufactured by Electric Research Manufacturing Company (ERMCO) of Dyersburg, Tennessee for Fiscal Years 2027, 2028, and 2029, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A17 PWC - Approve purchase award recommendation for purchase of Water Treatment and Water Reclamation Chemicals Annual Contract Year 2026

City Council approved the purchase award for Water Treatment and Water Reclamation Chemicals Annual Contract Year 2026 and each contract may be extended for an additional one-year period upon the agreement of both parties and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0B ITEMS PULLED FROM CONSENT

7.0B2 Approve Work Session Start Time from 3:00 p.m. to 2:00 p.m.

MOTION: Council Member McMillan moved to send this item to a future Work Session.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

7.0B4 Revised Charter and Reconstitution of the Community Public Safety Advisory Board (CPSAB)

Council Member McMillan stated many of the changes to the Community Public Safety Advisory Board Charter are positive and recognizes a holistic approach to community safety rather than focusing on police, but requested the requirement to participate in the Police Citizens Academy be removed from the charter.

MOTION: **Council Member McMillan moved to adopt revised charter and reconstitution of the Community Public Safety Advisory Board, with the removal of the Police Citizens Academy requirement.**

The motion died for lack of a second.

MOTION: **Council Member McMillan moved to send this item to a future Work Session**

The motion died for lack of a second.

MOTION: **Council Member Thompson moved to adopt the revised charter and reconstitution of the Community Public Safety Advisory Board.**
SECOND: **Council Member Haire**
VOTE: **PASSED by a vote of 8 in favor to 1 in opposition (Council Member McMillan)**

7.0B12 Authorize the City Manager to renew the Memorandum of Agreement with Cumberland County Schools to provide Resource Officer (SRO) and Traffic Control Officer (TCO) – Renewal of memorandum of Agreement with Cumberland County Schools

Council Member McMillan stated the renewal of the School Resource Officers (SROs) is more serious than what should be on the consent agenda and needs further examination.

Dr. Douglas Hewett, City Manager, stated the contract largely remains the same with a few additions. The agreement is for three one-year renewals and the full funding of the SROs and Traffic Control Officers (TCOs) is the responsibility of Cumberland County Schools (CCS). Additionally, it identifies the schools within the City of Fayetteville where SROs will be provided, clarifies the roles of SROs and TCOs and states that, with the support of CCS, the Office of Community Safety (OCS) will work collaboratively with the school system. Discussion ensued.

MOTION: **Council Member McMillan moved to send this item to a Work Session.**
SECOND: **Council Member Greene**
VOTE: **FAILED by a vote of 2 in favor to 8 in opposition (Mayor Colvin, Council Members Davis, Jones, Haire, Greene, McNair, Thompson and Hondros)**

MOTION: **Council Member Thompson moved to approve the renewal of the Memorandum of Agreement with Cumberland County Schools to provide School Resource Officer (SRO) and Traffic Control Officer (TCO)**
SECOND: **Council Member Haire**
VOTE: **PASSED by a vote of 8 in favor to 2 in opposition (Council Members Ferguson and McMillan)**

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Receive the Personnel Review Board Report

Mr. Jerry Clipp, Human Resources Development Director, stated the Personnel Review Board is comprised of six members from the community and meets to hear post termination appeals. The board only meets and convenes when a hearing is requested. The board has only met twice in six years, with the last hearing having been held in November 2025.

MOTION: **Council Member Haire moved to receive the Personnel Review Board Report.**
SECOND: **Council Member Jones**
VOTE: **UNANIMOUS (10-0)**

8.02 Receive the Fayetteville Public Works Annual Report

Mr. Richard King, Fayetteville Public Works Commission (PWC) Chairman, presented the Fayetteville Public Works Annual Report and stated it is a four-member board. PWC is strong, reliable, award-winning, and forward-looking through strong governance, strategic investments and community partnerships. In 2025, PWC celebrated 120 years and in Fiscal Year 2025, PWC provided $52 million in contributions in support of the City of Fayetteville that reflects PWC's ongoing commitment to strengthen the City's infrastructure, economic growth, and quality of life. Other key investments include $31.2 million in annexation related infrastructure and debt service, $11.9 million in payment-in-lieu of taxes, $4 million in supporting

street lighting, and $2.3 million in storm drainage improvements. Community assets include FayTV and shared parking infrastructure.

PWC received the American Public Power Association's Reliable Public Power Diamond Level Award for the 7th year, American Public Power Associations' Safety Award of Excellence, North Carolina Partnership for Safe Water 25-year Director's Award, North Carolina One Water Distribution Overall System of the Year Award and Waste Water Collections Large System of the Year Award, and eighth place in the National Association of Fleet Administrator's Top 100 Fleets in America Award.

PWC electric reliability metrics remain one of the best in the industry, experiencing less than one outage on average annually, with an average outage duration of 31 minutes. Continued modernization projects include smart substations, upgrades in automation technology, and an ongoing sub-transmission system improvement. The Butler Warren Generation Plan remains one of the community's greatest assets with a 98 percent (%) availability factor through a power supply agreement with Duke Energy Progress.

PWC continues to deliver drinking water that exceeds national standards and has experienced fewer sewer overflows and watermain breaks than the national average. Key water and wastewater improvement initiatives include investments into advanced treatment systems to help address emerging contaminates such as per- and polyfluoroalkyl substances (PFAS) by securing $83.5 million in funding. PWC continues to support Phase V annexation expansion, expanding infrastructure for drinking water to Grays Creek and Alderman Road Elementary Schools, and opposed the Fuquay-Varina Interbasin transfer. PWC continues to collaborate with Fayetteville State University and Fayetteville Technical Community College to establish a regional training center supporting green economy jobs.

Discussion ensued regarding PFAS, forever chemicals, and future renewable power delivery opportunities.

MOTION: Council Member Haire moved to receive the Fayetteville Public Works Annual Report.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

9.0 PUBLIC HEARINGS

9.01 Public Hearing on the Renaming of North Street Baseball Field to Coach Donald Bennett Field

Mr. Michael Gibson, Interim Assistant City Manager, presented this item with the aid of a PowerPoint presentation and stated this is for the renaming of a baseball field at North Street Park for a gentleman who has participated in making Parks and Recreation a better place for kids to participate in and strengthening young men and women. The park will remain named North Street Park, and the name change will only be for the baseball field. The Parks and Recreation Board endorsed the renaming of the baseball field.

Discussion ensued.

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.

MOTION: Council Member Davis moved to approve the renaming of the North Street Baseball Field to the Coach Donald Bennett Baseball Field.
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

9.02 Text Amendments to Article 30 of the Unified Development Ordinance to include Medical Arts Campus Zoning District

Ms. Jennifer Baptiste, Ombudsman, and Mr. Chester Green, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the text amendments would define and create the Medical Arts Campus (MAC) Zoning District, add the MAC to the use table, adopt applicable development standards, and establish definitions for the district. The zoning district will include the zoning district, use standards, buffer types, and exterior lighting

standards. Staff have worked diligently with Cape Fear Valley Hospital staff to create the standards.

Ms. Baptiste stated anyone seeking to rezone to the new district would require a minimum of five acres. Increased height and reduced setbacks will also be allowed for development. This would allow rear setbacks of three feet, or twenty feet if it is adjacent to residentially zoned property. Mr. Green stated the use table will allow for many of the Office and Institutional (OI) uses but provides the additional uses for a pharmacy with or without a drive-through, blood tissue centers, drug and alcohol treatment facility, and other minor uses. An additional accessory use that is not currently allowed in OI is for food trucks. The development standards for buffering would be the same as the current requirements for the hospital of a Type D when abutting single family residential, a Type A buffer when abutting multifamily residential, or no buffer when abutting commercial. The exterior lighting uses allow for an increase in pole height of 30-foot instead of 20-foot.

There would be no City capital cost or General Fund expenditures with this adoption. The regulation changes only define the district, identifies allowed uses, sets development standards, and identifies uses that require a special use permit. On March 17, 2026, the Planning Commission voted unanimously to recommend approval of the proposed Text Amendment as presented.

Discussion ensued.

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

Mr. Mack Sellers, 1638 Owen Drive, Fayetteville, NC, spoke in favor of this item.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-3, ZONING DISTRICTS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-4, USE STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-4, USE STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, USE STANDARDS,

UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, USE STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-9, DEFINITIONS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-019

MOTION: **Council Member Hondros moved to approve the text amendments to Article 30 of the Unified Development Ordinance to include Medical Arts Campus Zoning District.**
SECOND: **Council Member Ferguson**
VOTE: **UNANIMOUS (10-0)**

9.03 Public Hearing on the Proposed Fiscal Year 2026-2027 Annual Operating Budget and Capital and Technology Improvement Plans

Mr. Jeffrey Yates, Assistant City Manager, presented this item with the aid of a PowerPoint presentation and stated this is the statutorily required public hearing. This allows residents to give feedback on the proposed budget. The City Manager presented the proposed budget two weeks ago and the Capital Improvement Plan (CIP) on April 8, 2026. The proposed budget and CIP are posted online for review, and transparency tools are also online.

The recommended tax rate is 47.95 and is a three-cent tax increase. The overall total budget is down by half a percent from $325 million last year to $323 million. Expenditures by department and General Fund investments were presented. Investments of an additional penny for operations has 52 percent (%) in safe and secure community, 22% in diverse and strong economy, 18% in desirable place to live, work, and play, 5% in a financially strong City with high-quality services, and 1% in community and business engagement.

The recommended CIP is for two cents and has about $97 million in projects recommended for Fiscal Year 2027. Over the life of the CIP including appropriations today there has been over $670 million in projects. The additional pennies for capital projects include 45% for transit, 31% for public safety, 18% for general government capital projects, and 6% for Parks and Recreation.

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

Mr. Benjamin Hultquist, 801 Rim Road, Fayetteville, NC, spoke in favor of this item.

Mr. Toriano Riddick, 404 Pilot Avenue, Fayetteville, NC, spoke in favor of this item.

Ms. Bobbie Burgess, 2108 Constitution Drive, Fayetteville, NC, spoke in opposition of this item.

Mr. Kurt Ballash, 701 Murray Hill Road, Fayetteville, NC, spoke in opposition of this item.

Ms. Lisette Rodriguez, 1701 Cherokee Drive, Fayetteville, NC, spoke in opposition of this item.

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

10.0 EVIDENTIARY HEARINGS

10.01 SUP26-01: Special Use Permit to allow Transitional Housing at 707 Murchison Road containing 3.62 acres owned by UNITED GOSPEL FELLOWSHIP COVENANT MINISTRIES.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint Presentation and stated this is in District 3 at 707 Murchison Road by Bishop Jerry Porter to

request transitional housing. The property was an assisted living facility previously and includes offices. The current zoning is a mix of Mixed Residential 5 (MR-5), Office and Institutional (OI), and Limited Commercial (LC). Much of the property is in the 100-year floodplain and the Future Land Use Map calls for the property to be Parks and Open Space. There is also a floodway located on portions of the property. Building is not permitted in the floodway but can be built in the floodplain, however, some of the existing buildings are in the floodway. Photos of the surrounding properties were presented.

The proposed use generally aligns with adopted City objectives related to corridor reinvestment, neighborhood stabilization, community development, and the expansion of community-serving services. The proposed facility is intended to provide workforce support, life-skills development, mentorship, and 40-bed transitional housing services that promote personal stability and self-sufficiency.

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

Bishop Jerry Porter, 707 Murchison Road, Fayetteville, NC, spoke in favor of this item and stated the vision is to provide a structural, transitional environment that restores dignity, stability, accountability, and hope to men in need. The proposed project meets all of the required findings of fact because it complies with the Unified Development Ordinance, it will not disturb the surrounding community through structured mentorship, the program will not endanger public health or safety because clear rules, supervision, and structured programming will be in place, it will support the City's goals related to community development and homelessness, it will not harm the surrounding community value because structured transitional programs help individuals achieve stability, and the applicant commits to comply with all applicable City, State, and Federal laws and regulations.

Mr. John Russell, 5546 Ridgecrest Drive, Hope Mills, NC, spoke in favor of this item.

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

Council Member Haire requested clarification on what can be done in a floodway and floodplain. Mr. Harmon stated the current structures can be utilized on the property, but there could be issues if there is a flood and nothing new is permitted to be built in the floodway.

MOTION: **Council Member Davis moved to approve the Special Use Permit to allow Transitional Housing on residentially zoned property conforming to the current Unified Development Ordinance standards using the existing structure, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in an Office and Institutional (OI) zoning district and (2) that this use complies with the findings listed below and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of the area.**

This Special Use Permit shall become effective with the approval of the Order of Findings by the City Council. The Special Use Permit shall expire one year from its effective date if a building permit is not issued within that time.

1. **The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards because the site will house no more than 40 residents;**
2. **The special use will be in harmony with the area in which it is located because the property will be professionally managed and maintained contributing to the overall appearance and stability of the corridor;**
3. **The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved because the facility will comply with all applicable building, fire, and life-safety codes, including occupancy limits, emergency egress, and required inspections prior to operation;**
4. **The special use is in general conformity with the City's adopted land use plans and policies because the public benefit and quality of life supports self-sufficiently, reduces negative social outcomes, and enhances the quality of life for residents within the community;**

5. **The special use will not substantially injure the value of the abutting land, or the special use is a public necessity because the use will not introduce conditions typically associated with negative impacts on property value such as excessive noise, uncontrolled traffic or congestion, outdoor storage or industrial activity, and unsupervised or disorderly gatherings; and**
6. **The special use complies with all other relevant City, State, and Federal laws and regulations because the structure will meet all applicable North Carolina Building Code and Fire Code requirements, including occupancy limits, life-safety measures, emergency egress, and fire inspections.**

SECOND: **Council Member Jones**
VOTE: **UNANIMOUS (9-0)**

10.02 SUP26-02 Evidentiary Hearing for a Special Use Permit to allow for Salvage or Junkyard at 610 E Russell Street (0437915580000) owned by Russell Street, LLC.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint Presentation and stated the property is owned by Russell Street, LLC, who is requesting a special use permit (SUP) for a salvage/junkyard for 10.91 acres at 610 East Russell Street in District 2. The property is located on East Russell Street and Highway 301. The property is currently zoned Industrial and borders Mixed Residential 5 (MR-5) and other industrial properties are located across the road. The Future Land Use Map calls for the property to be Industrial Employment Center (OI/EC). Photos of the subject and surrounding properties were presented.

Ms. Victoria Curtis, Assistant City Attorney, stated the City consents to striking the previously submitted City Staff report. Staff's presentation should be factually only and should not include any recommendations. Council's decision should be based only on the evidence presented during the hearing.

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

Ms. Robin Tatum, Attorney, stated she is an attorney with Smith Anderson in Raleigh and is representing the applicant. Ms. Tatum presented a PowerPoint presentation regarding the property, including the zoning, the request for a salvage/junkyard special use permit, surrounding property uses, and case law on recycling centers and salvage/junkyards. Ms. Tatum stated she would call three expert witnesses and Mr. Dan Walls, the owner of the property, will be available to answer any additional questions if needed.

Ms. Tatum stated the applicant purchased the property in 2023 with the original plan to rent it to an industrial user or clean it up. The property has had a lot of vandalism and trespassing that make it difficult to repair the property unless someone is on site daily. The request is to allow for a salvage/junk yard that will accept discarded materials, such as scrap metal, paper, and wood, to be sorted and made smaller and then taken by truck to Sanford, North Carolina. No selling will take place on the property.

Ms. Tatum stated through expert witnesses she plans to prove each finding of fact. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards because the concept plan will show layout, setbacks, and landscaping in compliance with other Unified Development Ordinance (UDO) standards, and the applicant is offering a condition that the development shall be in compliance with all applicable standards, conditions, and specifications of the UDO. Property owner will install a 6-foot screening berm with trees planted on top and will visually protect and buffer the Russell Street side and turn the existing fence into a solid opaque fence. The special use will be in harmony with the area in which it is located because the surrounding uses include other industrial and commercial uses. The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved because it will comply with the UDO, Technical Review Committee (TRC) requirements, state and federal regulation, and traffic safety issues. The special use is in general conformity with the City's adopted land use plans and policies because the evidence is the area is deemed commercial and industrial, which is what is being proposed. The property is not in the Central Campbellton Neighborhood Plan, Cape Fear River Plan, or the Downtown Urban Design Plan. Additionally, inconsistency with the comprehensive land plan cannot support the denial of a special use permit based on North Carolina General Statute 160D-501(c) and *American Towers, Inc v. Town of Morrisville*. The special use will not substantially injure the value of the abutting land, or the special use is a public necessity because an expert witness will

present an impact report that shows the special use will not substantially injure the value of the abutting land. The special use complies with all other relevant City, state, and federal laws and regulations because Russell Street has offered a condition of approval that the development shall be in compliance with all standards, conditions, and specifications of the UDO and state and federal law at the time of development.

Mr. Roland Norris, 400 38th Avenue North, Myrtle Beach, SC, spoke in favor of this item as owner of ELM Site Solutions and testified as an expert witness. ELM Site Solutions is a civil and environmental engineering consulting firm. Mr. Norris is a licensed civil engineer on the site plan. Mr. Norris provided an overview of the preliminary sketch plan. Mr. Norris stated based upon the above facts, his training, research, and experience, it is his professional opinion that the proposed salvage yard will be in compliance with applicable standards, conditions, and specifications of the UDO, as well as state and federal law requirements at the time of development. Additionally, the special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. The affidavit of Roland B. Norris II, that includes Mr. Norris's qualifications, and a site sketch plan was admitted as evidence as Exhibit 1.

Ms. Morgan Cook, 421 Fayetteville Street, Raleigh, NC, spoke in favor of this item as a traffic engineer for Kimley-Horn and testified as an expert witness. Ms. Cook stated a traffic assessment on the proposed site was completed on existing daily traffic volumes and future growth expectations to see the impact of the site to ensure it is within North Carolina Department of Transportation (NCDOT) level of service standards. Additionally, a safety analysis was completed on the site to determine what safety incidents were found through NCDOT Traffic Engineering Accident Analysis Program. It was determined the incident rate is below NCDOT thresholds. Ms. Cook stated based on a review of existing traffic conditions and current traffic and safety data, the land use associated with the proposed SUP is expected to have minimal impact on traffic conditions on the surrounding street network. Likewise, existing roadways in the site vicinity operate at traffic volumes well below their capacities, and a review of traffic incidents indicates no safety concerns in the site vicinity that would warrant further investigation or mitigation. Ms. Cook stated based upon the facts, and upon her training, research, and experience, it is her professional opinion that the proposed salvage yard will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. The affidavit of Morgan A.R. Cook, that includes Ms. Cook's qualifications and a traffic assessment of the site, was admitted as evidence as Exhibit 2.

Mr. Richard Ryan Shively, 2508 Brandt Forest Court, Greensboro, NC, spoke in favor of this item as principal with Sutton Shively Appraisals. Mr. Shively is a state certified general appraiser, as a residential appraiser since 2006 and commercial appraiser since 2016. Mr. Shively stated the impact analysis report is an analysis of the impact of the proposed use on nearby uses. The method used for an impact analysis is a compared sales analysis by reviewing matched pairs of properties that are impacted by external things and then compare them to similar properties that are not impacted in the same way to determine if there is an impact on property value. Mr. Shively stated he reviewed, analyzed, and signed the report for the proposed Russell Street project. The impact analysis relies on acceptable appraisal methodology including the match pair analyses as well as reasoning for the conclusions. Market impacts of plus or minus 5 percent (%) are within the typical market imperfection and do not support any impact at all. The data supports no impact on adjacent properties or land, particularly given the highest and best uses as industrial and higher density residential in nature. The report offers good support for compatibility for the proposed use and the existing nearby uses, including residential uses, which are set back and buffered from the nearest proposed building by a range of 190-445 feet distance, including vegetation, landscaping, and elevation changes. It will not substantially injure the value of abutting land, and the property will be in harmony with the area in which it is located. The affidavit of Ryan Shively, that includes Mr. Shively's qualifications and impact report, was admitted as evidence as Exhibit 3.

The May 13, 2026, Technical Review Committee Meeting transcript was admitted as evidence as Exhibit 5.

Mr. Dennis Chisum, 3305 Amber Drive, Wilmington, NC, spoke in opposition of this item and stated he and Mr. William Troutman are the owners of All-Climate Control Storage, which abuts the property. Mr. Chisum stated he is not opposed to a salvage junk yard, but the proposed location is not a good location. The proposed junk yard is not in harmony with the clean and secure storage business. It could impact visual blight, noise due to outdoor dismantling, dust, debris, increase theft concerns, could be a fire hazard, and devalue their property.

Mr. William Troutman, 6247 Glynmoor Lakes Drive, Charlotte, NC, spoke in opposition of this item and stated the salvage yard will diminish the downtown area, as well as the improvements they have input into their business. Mr. Troutman shared concerns with potential oil leakage and other environmental contamination concerns.

Cross-examination and discussion ensued.

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

MOTION: Council Member Davis moved to table this item to the June 8, 2026, Council Meeting.
SECOND: Council Member Hondros
VOTE: PASSED by a vote of 8 in favor to 1 in opposition (Council Member Haire)

Mayor Colvin recessed the meeting at 9:45 p.m. Mayor Colvin reconvened the meeting at 10:01 p.m.

11.0 STAFF REPORTS

11.01 Fayetteville Fire Department 2026 1st Quarter Report

Mr. Kevin Dove, Fire Chief, presented this item with the aid of a PowerPoint presentation and reminded Council that due to federal and state reporting requirements, the Fire Department reports on the calendar year, not the fiscal year. First quarter highlights include welcoming their second crisis response dog “Lucy”, completing the annual physicals and cancer screenings, updated the City Emergency Operations Plan, and participating in Fayetteville Beautiful.

Call volumes increased to a total of 6,892, with March being the busiest month. Emergency medical services and rescue continue to be the highest incident responses at 4,316 and 33 fire responses. Fire calls and medical responses by district was presented. The total response time improved to 7 minutes and 19 seconds and in the 90th percentile. There was a total of 91 structure fires, with many starting in the kitchen and 8 of them being intentionally set, 1 civilian fatality, 10 civilian injuries, and 6 firefighter injuries. The top three losses were 3715 Ramsey Street commercial storage at $998,101.00, 1014 Windward Cove apartment at $250,000.00, and 1111 Cagle Court residential structure at $169,100.00. There was a slight decrease in overall medical responses, but a moderate increase in overdose responses. Total hazardous materials responses increased by one from last year to 66, with 50 being natural gas responses, 3 carbon monoxide responses, and 10 hydrocarbon spill responses.

32 firefighters were recognized for cardiac arrest saves at the Cape Fear Valley Heartfelt banquet that connects the responders and the patient together. There were 2 vacancies at the end of the first quarter in the Fire Marshal’s Office, but at this time are fully staffed. The allotted over hires worked as intended to cover resignations and retirements. There are a handful of retirements upcoming and are preparing to seat the 26.2 academy in late summer. The breakdown of employees by demographics were presented. 12 firefighters have been hired from Academy Class 26.1, and the department has completed 32,303 hours of training. The Fire Marshal’s Office showed increased fire code violations at 6,537, reviewed 621 new plans, conducted 3,678 fire inspections, distributed 1,086 educational flyers, and issued 162 new certificates of occupancy. Top fire code violations include electrical equipment and wiring at 1,269. Community Risk Reduction engaged over 7,000 residents, installed 311 smoke alarms, 73 Carbon Monoxide alarms, checked and installed 171 child safety seats, and taught 61 hands-only Cardiopulmonary Resuscitation (CPR). Smoke Alarms Save Lives flyers are now posted inside buses. The Fire Department will give and install fire alarms for free.

Discussion ensued.

MOTION: Council Member Jones moved to receive the Fire Department 2026 1st Quarter Report
SECOND: Council Member Haire
VOTE: UNANIMOUS (9-0)

11.02 Fayetteville Police Department 2026 1st Quarter Review

Mr. Roberto Bryan, Jr., Police Chief, presented this item with the aid of a PowerPoint presentation and stated there has been an increase of 3 percent (%) in total crime. However, there has been a significant decrease from last year to this year related to homicides by 46%, rape by 46%, and aggravated assault by 8%. There have been 7 homicides, 10 overdoses, and 6 suicides this year. Domestic aggravated assault has increased for misdemeanors by 18% but

decreased by 41% in felonies. This is due to targeted efforts and collaboration with the Phoenix Center. From 35 Soundthinking alerts, 1 gun was recovered and 1 resulted in an arrest. In property crimes, motor vehicle theft decreased by 48%, robbery has decreased by 10%, however, there has been an increase in burglaries by 6% and larceny by 5%.

There has been a significant increase of 86% in field contacts with juveniles but a decrease in incident charges and reports. Incidents include weapons, assaults, drugs, breaking and entering, robbery, shoplifting, motor vehicle theft, and vandalism. However, not all field contacts are negative. The Youth Curfew has seen 13 field contacts and 5 incident reports. The School Resource Officer (SRO) program presents data from August 2025 - March 2026 and has had 334 incident reports and 1,091 calls for service.

Federal and state task force results include 11 individuals federally sentenced, 1 federally indicted, $284,313.71 seized, and 43 illegal firearms seized. The narcotics seizures included 3.96 kilos of cocaine, 16.16 kilos of methamphetamine, 4.14 kilos of fentanyl/heroin, 402.84 pounds of marijuana, and 12 firearms seized.

There were over 90,000 calls processed by 911 telecommunications and over 50,000 calls dispatched for service. There have been 6 fatal crashes, that included 1 pedestrian, 1 drugs/alcohol related, 2 motorcycles, and 1 speeding related. Traffic stops have increased slightly from last year to 13,907. The demographics of traffic stops between 2025 and 2026 were presented. The search percentages among demographic groups remain similar. Operation Speed Kills 2026 will begin soon, and PD is stepping up enforcement. There were 527 citations with 483 for speeding.

Internal Affairs has addressed 19 use of force, 25 departmental investigations, 7 resident complaints, 8 compliments, 8 vehicle pursuits, 17 crashes, and the resulting dispositions of those investigations were presented. Departmental staffing as of March 31, 2026, included 45 vacant officers, 6 professional staff, 17 911-telecommunicators, 16 part-time positions, for a total of 84 vacancies. The total does not include the 38 frozen police officer positions. Photos from community events were presented that included FascinateU, senior living facilities, school career days, and Basic Law Enforcement Training Graduation.

Discussion ensued.

MOTION: **Council Member Davis moved to receive the Police Department 2026 1st Quarter Report.**
SECOND: **Council Member Haire**
VOTE: **UNANIMOUS (9-0)**

12.0 ADMINISTRATIVE REPORTS

12.01 Fayetteville Cares Day Resource Center FY26 Third Quarter Update

This item was for informational purposes only and not presented.

13.0 ADJOURNMENT

There being no further business, the meeting adjourned at 10:41 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
052626

MITCH COLVIN
Mayor

City of Fayetteville

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

City Council Action Memo

File Number: 26-0544

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A3

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

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

FROM: **Chris Lowery, Strategic & Performance Analytics Manager**

DATE: **August 10, 2026**

RE:
Adoption of the Recommended FY 2027 Strategic Plan

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
As the City of Fayetteville continues to grow and thrive, the City Council and staff remain committed to moving forward together through a strategic plan that clearly defines a shared vision for the community's future. The plan supports long-term vitality and sustainability while providing direction for the City's programs, services, and performance expectations. This commitment to strategic planning and performance management strengthens the City's ability to deliver excellent services and maintain a high quality of life for residents.

Executive Summary:
The Fayetteville City Council has worked diligently to strengthen the organization's commitment to high performance by using data and stakeholder input to develop a forward-thinking, relevant, and outcome-based strategic plan for the City.

The Mayor, City Council, and staff share a responsibility to ensure that the actions of public officials, employees, contractors, and volunteers are carried out in the most responsible manner possible. This responsibility includes ensuring that City policies, budgets, goals, and objectives are fully implemented and aligned with the City Council's priorities.

In February 2026, the City Council held a one-day strategic planning retreat to refine the City's strategic plan. During the retreat, Council reviewed existing goals, discussed past accomplishments, and agreed on four strategic priorities for FY 2027. The strategic planning consultant presented at the March 23rd City Council regular meeting to brief Council on the strategic planning retreat activities and outcomes. At City Council's request, the consultant facilitated a follow-up special meeting on April 6th to discuss and confirm consensus on City Council priorities and language for FY 2027.

The City Manager's Office has directed the Office of Strategy and Performance Analytics to meet regularly with City teams to advance the Council's priorities and

report progress to City Council on a quarterly basis during a City Council meeting. The Office of Strategy and Performance Analytics will work closely with stakeholders to track progress, monitor performance measures, and report any changes in timelines or outcomes.

The City's continued commitment to strategic planning and performance management strengthens the operations of the City of Fayetteville. This approach supports excellent service delivery, promotes a high quality of life for residents, and allows for long-range organizational planning that is aligned with departmental operations and performance expectations. With this system in place, the City is better positioned to allocate resources appropriately and build strategies for continuous improvement.

Background:
The City of Fayetteville is committed to being data-driven and results-focused through a strong strategic plan and performance management framework. The City believes better policy is developed by proactively encouraging participation from residents, employees, and businesses in local government. This includes providing diverse engagement opportunities and ensuring easy, open access to public data and information.

Issues/Analysis:
None.

Budget Impact:
Impacts will be determined during the budgetary process.

Options:
City Council has two options: accept and adopt the recommended FY 2027 Strategic Plan as presented or reject the recommended FY 2027 Strategic Plan as presented and provide additional direction to the City Manager.

Recommended Action:
Staff recommends that City Council accept and adopt the recommended FY 2027 Strategic Plan as presented.

Attachments:
1) FY27 Strategic Alignment Crosswalk_11x17_1pager
2) FY27 Strategic Plan Alignment Presentation to Council_08032026
3) FY27 Strategic Plan_One Pager

FY27 Budget — Strategic Alignment Crosswalk

ADOPTED BUDGET

Adopted June 22, 2026 · No tax-rate increase (rate remains $0.4495) · Supersedes the June 3 recommended-budget crosswalk

HEADLINE FINDING — Of 39 adopted strategic actions, TWELVE carry new FY27 dollars — up from ONE in the Recommended Budget. Council amendments account for 11 of the 12 (≈$2.62M): DFR ($795K, six positions), youth-safety additions ($125K), Expanded HUB GC Program ($100K), Next Gen Workforce ($100K), Convention Center Study ($100K), Corridor of Opportunity ($250K), 910 Festival ($200K), Downtown Manager ($150K), Mature Home Repair ($300K), Sewer Connection Phase V ($200K), and Transit Benches & Trashcans ($300K); the behavioral-health crisis-intervention model (P1-A8) was base-funded via reallocation in the recommendation and carries forward (unit vehicles, $110K, removed). Former penny operating items are sustained through adopted offsets. Three actions remain without an identifiable appropriation.

Budget-status key: NEW – FY27 Adopted Budget | Current Level of Service | Funded through CIP/Bond | Enterprise Fund | Not in FY27 Adopted Budget

ACTION ID	STRATEGIC ACTION (FY27 SLT ACTION PLAN)	LEAD DEPT(S)	FY27 ADOPTED BUDGET STATUS	NOTES
P1: COMMUNITY SAFETY				11 actions · 3 new (adopted) · 7 current level of service · 1 not in adopted budget
P1-A1	Expand proactive fire prevention (smoke-alarm installs, targeted outreach in high-risk areas)	Fire	Current Level of Service	Former penny item sustained without the rate increase via adopted offsets ($116,856 Codes & Standards); four Fire Inspectors added; FY27 target: 1,900 smoke alarms installed.
P1-A2	Expand fire-prevention campaigns with MarComm	Fire; MarComm	Current Level of Service	Qualitative; no new appropriation.
P1-A3	Homebuilders Association campaign via Code Enforcement	Development Services	Current Level of Service	No new appropriation.
P1-A4	Efficient fire response via strategic unit/resource deployment	Fire; Police	Current Level of Service	Capacity strengthened at adoption: eight frozen Police Officer positions restored ($1,095,056); Fire adopted at $42,999,088.
P1-A5	Improve homelessness/resiliency services; expand the day resource center	OCS; ECD; Nonprofits	Not in FY27 Adopted Budget	No resource-center expansion appropriation; pursued via existing OCS/ECD capacity and nonprofit partners.
P1-A6	Public-safety lighting projects via utility companies	Public Services; Utilities	Current Level of Service	Partner-driven.
P1-A7	Implement Drone as First Responder (DFR) program (FY27 baseline year)	Police; Fire	NEW – FY27 Adopted Budget	COUNCIL ADDITION: $795,000 and six Police positions. Resolves the recommended-budget gap; FY27 is the baseline measurement year.
P1-A8	Develop/implement crisis-intervention model for behavioral & mental health	Police; Fire; OCS	NEW – FY27 Adopted Budget	Base-funded reallocation carried into the Adopted Budget (program manager, four crisis counselors, two lead reclassifications). Council removed unit vehicles ($110,000); deployment within existing fleet.
P1-A9	Establish performance measures & accountability for FPD enforcement	Police; CMO	Current Level of Service	Uses FPD quarterly reporting; no new funding.
P1-A10	Communications strategy highlighting community-safety outcomes	MarComm; Police; Fire; OCS	Current Level of Service	No new appropriation.
P1-A11	Strengthen youth safety & violence prevention (at-risk youth)	OCS; Police; PRM; ECD; Partners	NEW – FY27 Adopted Budget	COUNCIL ADDITIONS: West Fayetteville Youth Center Planning Study ($25,000) + Hollywood Heights Community Center Upgrades ($100,000). Where 'youth engagement' lives in the adopted structure.
P2: ECONOMIC GROWTH				12 actions · 6 new (adopted) · 4 current level of service · 2 enterprise
P2-A1	Expand business support; increase access to capital & program participation	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Expanded HUB General Contractor Program ($100,000) atop ECD base programs ($1,731,818 adopted).
P2-A2	Streamline development regulations/processes; cut review timelines	Development Services	Current Level of Service	Process improvement; no new appropriation.
P2-A3	Strengthen air-service advocacy for route expansion/connectivity	Airport	Enterprise Fund	Airport Fund ($8,461,791); not General Fund.
P2-A4	Enhance visible public-safety presence in key corridors	Police; OCS	Current Level of Service	Existing patrol/CVI capacity, strengthened by the eight restored officers. Council's Corridor of Opportunity Program ($250,000) invests in key corridors (economic-development focus).
P2-A5	Implement a coordinated, citywide workforce pipeline strategy aligned with industry demand, supported by strategic partnerships and talent retention initiatives.	ECD; HR; OCS; External Partners	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Next Generation Workforce Initiative ($100,000) — seed funding; the citywide framework itself remains to be established.
P2-A6	Advance airport growth via master plan (air service, facilities)	Airport	Enterprise Fund	Self-supporting; CIP/enterprise.
P2-A7	Communications strategy promoting economic-development opportunities	MarComm; ECD	Current Level of Service	No dedicated appropriation; proceeds within MarComm ($1,422,149 adopted) / ECD base capacity.
P2-A8	Continue marketing 'Transit of Choice'	Transit (FAST); MarComm	Current Level of Service	Continuation; Transit Fund $15,373,508.
P2-A9	Convention Center Feasibility Study	CMO	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Study facilitated through CMO.
P2-A10	Corridor of Opportunity Program	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P2-A11	910 Festival - Fayetteville Next	External Stakeholder	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P2-A12	Downtown Manager Position	N/A	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P3: HOUSING & REVITALIZATION				8 actions · 2 new (adopted) · 4 current level of service · 1 CIP/bond · 1 not in adopted budget
P3-A1	Review/update development ordinances to support attainable housing	ECD; Dev Svcs; Legal; Human Relations	Current Level of Service	Delivery roles flagged frozen in the recommended book; ECD authorized FTE reduced 14.0 to 13.0 at adoption — monitor capacity.
P3-A2	Strengthen real-property lien enforcement to stabilize neighborhoods	Legal; ECD; Finance	Current Level of Service	No new appropriation.
P3-A3	Develop/implement a receivership pilot program	Legal; ECD; Dev Svcs	Not in FY27 Adopted Budget	Pilot with no appropriation identified; existing staff capacity.
P3-A4	Enhance public communication on housing/redevelopment	MarComm; ECD	Current Level of Service	No new appropriation.
P3-A5	Incorporate parks/green space into redevelopment efforts	PRM; ECD; Dev Svcs; Public Services	Funded through CIP/Bond	Capital-funded; pre-programmed. PRM adopted at $26,706,681.
P3-A6	Promote homebuyer assistance, gap financing, exterior improvement, technical assistance with emphasis on improvements to mature/older neighborhoods.	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Mature Home Repair/Loan/Grant Program ($300,000) — direct new FY27 dollars for the mature-neighborhood emphasis, atop the prior $12M housing bond and federal housing funds.
P3-A7	Sewer Connection Program Phase V	Public Services; Utilities	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Supporting revitalization infrastructure ($200,000)
P3-A8	Neighborhood revitalization: blight designation & demolition of deteriorated structures	ECD; Dev Svcs	Current Level of Service	GF demolition allocation (amount TBD). Related Council addition: Sewer Connection Program Phase V ($200,000) supports revitalization infrastructure.
P4: TRANSIT & CONNECTIVITY				8 actions · 1 new (adopted) · 3 current level of service · 1 CIP/bond · 2 enterprise · 1 not in adopted budget
P4-A1	Advance airport master plan (consolidated rental-car facility, multimodal access)	Airport; CAO	Enterprise Fund	Self-supporting; not General Fund.
P4-A2	Strengthen air-service development via advocacy/partnerships	Airport	Enterprise Fund	Self-supporting.
P4-A3	Pursue transportation-infrastructure funding (routes, sidewalks, bike lanes, greenways)	Transit; Public Services; Budget; Const. Mgmt	Funded through CIP/Bond	COUNCIL ADDITIONS in CIP: Jasper Street paving (+$260,201) and Single-Access Neighborhood Connectivity (+$250,000); Construction Management contracted support continued via one-time sources ($691,206). NOTE: FY27 projects tied to the unadopted rate increase were eliminated/reduced pending CPMC revision of the CIP.
P4-A4	Secure legislative funding for transportation/infrastructure priorities	CMO; Airport; Transit; Public Services; PRM	Current Level of Service	Pursuit of external funds; The City anticipates approximately $6.9 million in State Street Aid (Powell Bill) funding in FY 2026–27, with $3.58 million allocated to street maintenance operations and $3.31 million dedicated to pavement preservation.
P4-A5	Explore regional transit efforts (feasibility)	Transit (FAST)	Not in FY27 Adopted Budget	No appropriation; feasibility explored via existing Transit capacity.
P4-A6	Continue providing free community Wi-Fi	IT	Current Level of Service	Continuation of existing service; IT adopted at $9,905,008.
P4-A7	Align transportation/infrastructure via Master GIS Connectivity Overlay Map	IT; Airport; Public Services; PRM	Current Level of Service	Internal planning tool; no new appropriation. Related Council addition: Transit Benches & Trashcans ($300,000) supports bus-stop amenity measures.
P4-A8	Transit benches & trashcans - bus stop amenities	Transit	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Council addition supporting the bus-stop amenity performance measure, listed under Contract Services within Other Appropriations ($300,000).

Sources: City of Fayetteville FY27 Adopted Budget (Adjustments to the Recommended Budget; General Fund Summary; Authorized Staffing Changes; department summaries); 'Changes from FY27 Recommended Budget' memorandum; FY27 SLT Action Plans workbook.

CITY OF FAYETTEVILLE, NC

FY27 Strategic Plan

Strategic Plan Alignment

Office of Strategic & Performance Analytics (SPA)

Chris Lowery – Strategic & Performance Manager
Andrew Brayboy – Sr. Corporate Performance Analyst

City Council Work Session · August 3, 2026

Discussions

01 City Council

02 The Foundation for Planning

03 Message from the City Manager

04 FY27 Strategic Priorities

05 Strategic Planning Process & Timeline

06 Strategic Framework

07 Strategic Alignment “Crosswalk”

08 Adopted Budget–Priorities Alignment Crosswalk

09 Council Appropriations & Strategic Goals

10 Next Steps & Recommended Action

City Council

Mitch Colvin
Mayor

Derrick Thompson
Mayor Pro Tem · District 6

Dr. Stephon Ferguson
District 1

Malik Davis
District 2

Dr. Antonio Jones
District 3

Dr. D.J. Haire
District 4

Lynne Greene
District 5

Brenda McNair
District 7

Shaun McMillan
District 8

Deno Hondros
District 9

The Foundation for Planning

MISSION The City of Fayetteville provides quality and sustainable public services for our communities to thrive and businesses to grow.

VISION An attractive, culturally diverse and inclusive city that is safe, prosperous, innovative and unified.

CORE VALUES

R - Respect

E - Ethics

S - Stewardship

P - Professionalism

E - Entrepreneurial

C - Commitment

T - Teamwork

STRATEGIC GOALS

Goal 1 – Safe & Secure Community.

Goal 2 – Economic & Strategic Growth.

Goal 3 – Desirable Place to Live, Work, & Recreate.

Goal 4 – Financially Sound City Providing Exemplary City Services.

Goal 5 – Collaborative Citizen & Business Engagement.

Message from the City Manager

As we enter Fiscal Year 2027, Fayetteville continues moving forward with a shared commitment to strengthening our community, improving connectivity, and expanding opportunities for residents across the city.

Guided by the priorities established by the City Council and informed through continued engagement with our residents, this strategic plan reflects our focus on delivering meaningful results and building a safer, stronger, and more connected Fayetteville.

The adopted budget carries Council's five strategic goals and four strategic priorities into action — remaining focused on responsible planning, measurable outcomes, and operational excellence, and working collaboratively to strengthen neighborhoods, support residents, and position Fayetteville for long-term success.

Thank you for your dedication and contribution to advancing Fayetteville's strategic vision, goals, and priorities.

Douglas J. Hewett, ICMA-CM
City Manager

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

Fayetteville City Council
FY 2027 Strategic Priorities

PRIORITY ONE
Continue implementing a comprehensive approach to community safety.

PRIORITY TWO
Enhance economic growth opportunities throughout the City.

PRIORITY THREE
Expand housing and neighborhood revitalization & refurbishment efforts, with emphasis on mature neighborhoods & attainable housing needs.

PRIORITY FOUR
Improve and expand transportation, transit, and overall connectivity for residents.

Strategic Planning Process

1

Pre-Work

SLT broad-overview planning and small-group sessions. **Aug–Oct**

2

Communication

Resident and staff input via surveys, meetings, CIP & TIP process. **Oct–Dec**

3

Council Retreat

Council identifies priorities and focus of work for the next 1–5 years. **Jan–Feb**

4

Council & Staff Feedback

Retreat data review; resource allocation and prioritization. **Mar–Apr**

5

Plan Finalization

Strategic Plan document finalized; proposed budget and plan aligned. **Apr–May**

6

Adoption

Budget and strategic plan approved and adopted by end of June. **June**

7

Implementation

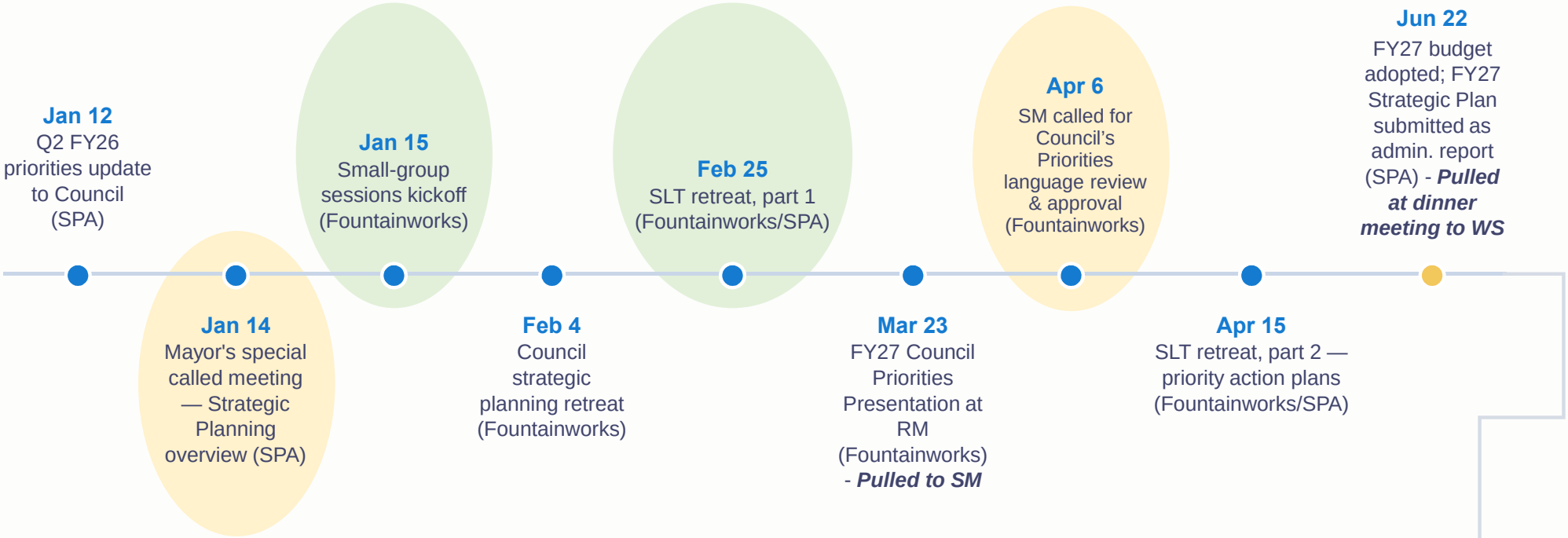
Execution begins; staff provide quarterly performance updates to Council. **July**

Tonight

Confirming that adopted budget and adopted priorities are in alignment.

FY27 Strategic Planning Timeline

Every milestone from kickoff to adoption is complete — tonight closes the loop.



Aug 3 · Work Session Strategic Plan Alignment presentation — confirmation of budget / strategic plan alignment, at Council's request.

Strategic Framework

Five strategic goals; each FY27 Council Priority aligns to a goal.

G1	Safe & secure community	Priority 1 · Community Safety
G2	Economic & strategic growth	Priority 2 · Economic Growth; Priority 3 · Housing Needs & Revitalization/Refurbishment
G3	Desirable place to live, work & recreate	Priority 4 · Transit & Connectivity
G4	Financially sound city providing exemplary city services	Citywide stewardship
G5	Collaborative citizen & business engagement	Citywide engagement

All content can be cross-verified with section “Adjustments to the Recommended Budget” (pgs. xiii – xiv) and section “Other Appropriations” (pg. I-1) of the FY27 Adopted Budget.

City Council does not formally adopt performance measures; staff may revise measures as part of ongoing evaluation.

What Is a Strategic Alignment Crosswalk?

A Strategic Alignment Crosswalk is a one-page accountability map. It takes actions Council appropriated in the **FY27 Adopted Budget** and traces it into the **FY27 Strategic Plan (SLT Action Plans)** — line by line — to show whether, where, and how each action is funded.

It answers the question: ***"Did the funding follow the plan?"***

HOW IT IS BUILT:

1. **START WITH THE PLAN —** All 39 strategic actions across Council's four priorities — Community Safety, Economic Growth, Housing & Revitalization, Transit & Connectivity.

2. **TRACE EACH ACTION INTO THE BUDGET —** Each action is matched against the Adopted Operating Budget, CIP, enterprise funds, and Council's amendments to the Recommended Budget.

3. **ASSIGN A FUNDING STATUS —** Every action receives exactly one of five statuses (right), so gaps and new investments are visible at a glance — nothing is left uncategorized.

THE FIVE FUNDING STATUSES:

NEW – FY27 Adopted Budget
New FY27 dollars for a new or expanded initiative — a carried-forward recommendation or a Council amendment.

Current Level of Service
Funded — sustains an existing service or program (including former penny items sustained via adopted offsets).

Funded through CIP/Bond
Advanced via the capital plan or a prior voter-approved bond — not new operating money.

Enterprise Fund
Delivered by a self-supporting fund (e.g., Airport, Transit) — not the General Fund.

Not in FY27 Adopted Budget
No identifiable FY27 appropriation as a new initiative — pursued through existing capacity and partners.

WHY IT MATTERS — The crosswalk turns two large organizational documents — the Strategic Plan and the Adopted Budget — into a single page of verifiable alignment.

CITY OF FAYETTEVILLE | OFFICE OF STRATEGIC PERFORMANCE & ANALYTICS

FY27 Budget — Strategic Alignment Crosswalk

ADOPTED BUDGET

Adopted June 22, 2026 · No tax-rate increase (rate remains $0.4495) · Supersedes the June 3 recommended-budget crosswalk

HEADLINE FINDING — Of 39 adopted strategic actions, TWELVE carry new FY27 dollars — up from ONE in the Recommended Budget. Council amendments account for 11 of the 12 (≈$2.62M): DFR ($795K, six positions), youth-safety additions ($125K), Expanded HUB GC Program ($100K), Next Gen Workforce ($100K), Convention Center Study ($100K), Corridor of Opportunity ($250K), 910 Festival ($200K), Downtown Manager ($150K), Mature Home Repair ($300K), Sewer Connection Phase V ($200K), and Transit Benches & Trashcans ($300K); the behavioral-health crisis-intervention model (P1-A8) was base-funded via reallocation in the recommendation and carries forward (unit vehicles, $110K, removed). Former penny operating items are sustained through adopted offsets. Three actions remain without an identifiable appropriation.

Budget-status key: NEW – FY27 Adopted Budget | Current Level of Service | Funded through CIP/Bond | Enterprise Fund | Not in FY27 Adopted Budget

ACTION ID	STRATEGIC ACTION (FY27 SLT ACTION PLAN)	LEAD DEPT(S)	FY27 ADOPTED BUDGET STATUS	NOTES
P1: COMMUNITY SAFETY				11 actions · 3 new (adopted) · 7 current level of service · 1 not in adopted budget
P1-A1	Expand proactive fire prevention (smoke-alarm installs, targeted outreach in high-risk areas)	Fire	Current Level of Service	Former penny item sustained without the rate increase via adopted offsets ($116,856 Codes & Standards); four Fire Inspectors added; FY27 target: 1,900 smoke alarms installed.
P1-A2	Expand fire-prevention campaigns with MarComm	Fire; MarComm	Current Level of Service	Qualitative; no new appropriation.
P1-A3	Homebuilders Association campaign via Code Enforcement	Development Services	Current Level of Service	No new appropriation.
P1-A4	Efficient fire response via strategic unit/resource deployment	Fire; Police	Current Level of Service	Capacity strengthened at adoption: eight frozen Police Officer positions restored ($1,095,056); Fire adopted at $42,999,088.
P1-A5	Improve homelessness/resiliency services; expand the day resource center	OCS; ECD; Nonprofits	Not in FY27 Adopted Budget	No resource-center expansion appropriation; pursued via existing OCS/ECD capacity and nonprofit partners.
P1-A6	Public-safety lighting projects via utility companies	Public Services; Utilities	Current Level of Service	Partner-driven.
P1-A7	Implement Drone as First Responder (DFR) program (FY27 baseline year)	Police; Fire	NEW – FY27 Adopted Budget	COUNCIL ADDITION: $795,000 and six Police positions. Resolves the recommended-budget gap; FY27 is the baseline measurement year.
P1-A8	Develop/implement crisis-intervention model for behavioral & mental health	Police; Fire; OCS	NEW – FY27 Adopted Budget	Base-funded reallocation carried into the Adopted Budget (program manager, four crisis counselors, two lead reclassifications). Council removed unit vehicles ($110,000); deployment within existing fleet.
P1-A9	Establish performance measures & accountability for FPD enforcement	Police; CMO	Current Level of Service	Uses FPD quarterly reporting; no new funding.
P1-A10	Communications strategy highlighting community-safety outcomes	MarComm; Police; Fire; OCS	Current Level of Service	No new appropriation.
P1-A11	Strengthen youth safety & violence prevention (at-risk youth)	OCS; Police; PRM; ECD; Partners	NEW – FY27 Adopted Budget	COUNCIL ADDITIONS: West Fayetteville Youth Center Planning Study ($25,000) + Hollywood Heights Community Center Upgrades ($100,000). Where 'youth engagement' lives in the adopted structure.
P2: ECONOMIC GROWTH				12 actions · 6 new (adopted) · 4 current level of service · 2 enterprise
P2-A1	Expand business support; increase access to capital & program participation	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Expanded HUB General Contractor Program ($100,000) atop ECD base programs ($1,731,818 adopted).
P2-A2	Streamline development regulations/processes; cut review timelines	Development Services	Current Level of Service	Process improvement; no new appropriation.
P2-A3	Strengthen air-service advocacy for route expansion/connectivity	Airport	Enterprise Fund	Airport Fund ($8,461,791); not General Fund.
P2-A4	Enhance visible public-safety presence in key corridors	Police; OCS	Current Level of Service	Existing patrol/CVI capacity, strengthened by the eight restored officers. Council's Corridor of Opportunity Program ($250,000) invests in key corridors (economic-development focus).
P2-A5	Implement a coordinated, citywide workforce pipeline strategy aligned with industry demand, supported by strategic partnerships and talent retention initiatives.	ECD; HR; OCS; External Partners	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Next Generation Workforce Initiative ($100,000) — seed funding; the citywide framework itself remains to be established.
P2-A6	Advance airport growth via master plan (air service, facilities)	Airport	Enterprise Fund	Self-supporting; CIP/enterprise.
P2-A7	Communications strategy promoting economic-development opportunities	MarComm; ECD	Current Level of Service	No dedicated appropriation; proceeds within MarComm ($1,422,148 adopted) / ECD base capacity.
P2-A8	Continue marketing 'Transit of Choice'	Transit (FAST); MarComm	Current Level of Service	Continuation; Transit Fund $15,373,508.
P2-A9	Convention Center Feasibility Study	CMO	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Study facilitated through CMO.
P2-A10	Corridor of Opportunity Program	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P2-A11	910 Festival - Fayetteville Next	External Stakeholder	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P2-A12	Downtown Manager Position	N/A	NEW – FY27 Adopted Budget	COUNCIL ADDITION: within the adopted budget's Other Appropriations.
P3: HOUSING & REVITALIZATION				8 actions · 2 new (adopted) · 4 current level of service · 1 CIP/bond · 1 not in adopted budget
P3-A1	Review/update development ordinances to support attainable housing	ECD; Dev Svcs; Legal; Human Relations	Current Level of Service	Delivery roles flagged frozen in the recommended book; ECD authorized FTE reduced 14.0 to 13.0 at adoption — monitor capacity.
P3-A2	Strengthen real-property lien enforcement to stabilize neighborhoods	Legal; ECD; Finance	Current Level of Service	No new appropriation.
P3-A3	Develop/implement a receivership pilot program	Legal; ECD; Dev Svcs	Not in FY27 Adopted Budget	Pilot with no appropriation identified; existing staff capacity.
P3-A4	Enhance public communication on housing/redevelopment	MarComm; ECD	Current Level of Service	No new appropriation.
P3-A5	Incorporate parks/green space into redevelopment efforts	PRM; ECD; Dev Svcs; Public Services	Funded through CIP/Bond	Capital-funded; pre-programmed. PRM adopted at $26,706,681.
P3-A6	Promote homebuyer assistance, gap financing, exterior improvement, technical assistance	ECD	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Mature Home Repair/Loan/Grant Program ($300,000) — direct new FY27 dollars for the mature-neighborhood emphasis, atop the prior $12M housing bond and federal housing funds.
P3-A7	Sewer Connection Program Phase V	Public Services; Utilities	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Supporting revitalization infrastructure ($200,000)
P3-A8	Neighborhood revitalization: blight designation & demolition of deteriorated structures	ECD; Dev Svcs	Current Level of Service	GF demolition allocation (amount TBD). Related Council addition: Sewer Connection Program Phase V ($200,000) supports revitalization infrastructure.
P4: TRANSIT & CONNECTIVITY				8 actions · 1 new (adopted) · 3 current level of service · 1 CIP/bond · 2 enterprise · 1 not in adopted budget
P4-A1	Advance airport master plan (consolidated rental-car facility, multimodal access)	Airport; CAO	Enterprise Fund	Self-supporting; not General Fund.
P4-A2	Strengthen air-service development via advocacy/partnerships	Airport	Enterprise Fund	Self-supporting.
P4-A3	Pursue transportation-infrastructure funding (routes, sidewalks, bike lanes, greenways)	Transit; Public Services; Budget; Const. Mgmt	Funded through CIP/Bond	COUNCIL ADDITIONS in CIP: Jasper Street paving (+$260,201) and Single-Access Neighborhood Connectivity (+$250,000); Construction Management contracted support continued via one-time sources ($691,206). NOTE: FY27 projects tied to the unadopted rate increase were eliminated/reduced pending CPMC revision of the CIP.
P4-A4	Secure legislative funding for transportation/infrastructure priorities	CMO; Airport; Transit; Public Services; PRM	Current Level of Service	Pursuit of external funds; The City anticipates approximately $6.9 million in State Street Aid (Powell Bill) funding in FY 2026–27, with $3.58 million allocated to street maintenance operations and $3.31 million dedicated to pavement preservation.
P4-A5	Explore regional transit efforts (feasibility)	Transit (FAST)	Not in FY27 Adopted Budget	No appropriation; feasibility explored via existing Transit capacity.
P4-A6	Continue providing free community Wi-Fi	IT	Current Level of Service	Continuation of existing service; IT adopted at $9,905,008.
P4-A7	Align transportation/infrastructure via Master GIS Connectivity Overlay Map	IT; Airport; Public Services; PRM	Current Level of Service	Internal planning tool; no new appropriation. Related Council addition: Transit Benches & Trashcans ($300,000) supports bus-stop amenity measures.
P4-A8	Transit benches & trashcans - bus stop amenities	Transit	NEW – FY27 Adopted Budget	COUNCIL ADDITION: Council addition supporting the bus-stop amenity performance measure, listed under Contract Services within Other Appropriations ($300,000).

Sources: City of Fayetteville FY27 Adopted Budget (Adjustments to the Recommended Budget; General Fund Summary; Authorized Staffing Changes; department summaries); 'Changes from FY27 Recommended Budget' memorandum; FY27 SLT Action Plans workbook.

Strategic Alignment Crosswalk at a Glance

All **39** strategic actions in Council's four priority action plans, mapped to the FY27 Adopted Budget.

12	18	2	4	3
New FY27 dollars	Current level of service	CIP / bond funded	Enterprise funds	Existing capacity / partners

Every strategic action has an identified path in the adopted budget — funded, capital-advanced, enterprise-supported, or assigned to existing capacity and partners.

1 recommended new action → is now 12 actions

Strategic actions carrying new FY27 dollars — from one (1) new action in the Recommended Budget & Strategic Plan, now to twelve (12) newly funded actions.

PRIORITY 1 Comprehensive Community Safety

Aligns to Goal 1 · 11 actions

3 new FY27 dollars | 7 current level of service | 1 existing capacity / partners

$795,000 + 6 additional police officer positions

Drone as First Responder program (P1-A7) — Council addition; FY27 is the program's baseline measurement year.

$125,000

Youth safety & violence prevention (P1-A11) — West Fayetteville Youth Center study ($25K) + Hollywood Heights Community Center upgrades ($100K).

$1,095,056

Police response capacity (P1-A4) — eight frozen Police Officer positions restored to the Police Department.

~1,900 smoke alarm installations

Fire prevention (P1-A1) — $116,856 sustained without a rate increase; four Fire Inspectors added.

Crisis-intervention model (P1-A8) base-funded through reallocation — a **Behavioral Health Response Program Manager, four crisis counselors, and two lead reclassifications** — with deployment within the existing fleet.

PRIORITY 2 Enhance Economic Growth

Aligns to Goal 2 · 12 actions

6 new FY27 dollars | 4 current level of service | 2 enterprise funds

$250,000

Corridor of Opportunity Program (P2-A10) — Council addition within the adopted budget's Other Appropriations.

$150,000

Downtown Manager Position (P2-A12) — Council addition within the adopted budget's Other Appropriations.

$200,000

910 Festival – Fayetteville Next (P2-A11) — Council addition within the adopted budget's Other Appropriations.

$100,000

Expanded HUB General Contractor Program (P2-A1) — Council addition atop ECD base programs ($1,731,818 adopted).

$100,000

Next Generation Workforce Initiative (P2-A5) — Council seed funding for the citywide workforce pipeline strategy.

$100,000

Convention Center Feasibility Study (P2-A9) — Council addition facilitated through CMO.

Airport actions advance through the self-supporting Airport Fund ($8,461,791); "Transit of Choice" marketing continues through the Transit Fund ($15,373,508).

PRIORITY 3 Housing & Neighborhood Revitalization

Aligns to Goal 2 · 8 actions

2 new FY27 dollars | 4 current level of service | 1 CIP / bond | 1 existing capacity / partners

$300,000

Mature Home Repair / Loan / Grant Program (P3-A6) — Council addition; direct new dollars for the mature-neighborhood emphasis.

$200,000

Sewer Connection Program Phase V (P3-A7) — Council addition supporting revitalization infrastructure.

$12M housing bond

Homebuyer assistance & gap financing (P3-A6 related) — prior voter-approved bond and federal housing funds continue to advance homeownership programs.

$26.7M PRM adopted

Parks & green space in redevelopment (P3-A5) — capital-funded and pre-programmed.

Ordinance updates, lien enforcement, and the receivership pilot proceed through existing staff capacity; blight designation and demolition continue with General Fund support.

PRIORITY 4 Transit & Overall Connectivity

Aligns to Goal 3 · 8 actions

1 new FY27 dollars | 3 current level of service | 1 CIP / bond | 2 enterprise funds | 1 existing capacity / partners

$510,201 CIP additions

Transportation infrastructure (P4-A3) — Jasper Street paving ($260,201) + single-access neighborhood connectivity ($250,000).

$300,000

Transit benches & trashcans (P4-A8) — Council addition supporting the bus-stop amenity performance measure, listed under Contract Services within Other Appropriations.

$6.9M State Street Aid

Legislative & external funding (P4-A4) — The City anticipates approximately $6.9 million in State Street Aid (Powell Bill) funding in FY 2026–27, with $3.58 million allocated to street maintenance operations and $3.31 million dedicated to pavement preservation; this funding significantly offsets local costs and would require an estimated 2.88-cent property tax increase to replace.

$23.8M enterprise funds

Airport & Transit operations — airport master plan and regional advocacy advance through self-supporting funds; free community Wi-Fi continues (IT, $9,905,008 adopted).

FY27 CIP projects tied to the unadopted rate increase were eliminated or reduced pending CPMC revision; the adopted budget authorizes 24 Transit over-hire positions to stabilize operator coverage.

Council's Adopted Budget Strategically Aligned

Adopted amendments beyond the four priority action plans — each mapped to a standing strategic goal.

GOAL 3	**Downtown Alleyway Cleaning** — *desirable place to live, work, & recreate*	**$5,000**
GOAL 3	**Contribution to Black Voices Museum** — *cultural investment*	**$350,000**
GOAL 3	**City support for downtown events** — *desirable place to live, work, & recreate*	**$275,000; one-time sources**
GOAL 4	**Non-step employees' compensation merit-based increase set at 3%** — *financially sound city*	**3%**
GOAL 4	**Contracted support for Construction Management** — *exemplary city services*	**$691,206; one-time sources**
GOAL 5	**Senior Advisory Board funding** — *collaborative resident engagement*	**$5,000**

Next Steps

Finalize and Publish the FY27 Strategic Plan & Book

Final plan document reflects the strategic alignment approved and adopted by Council.

Quarterly performance reporting

SPA reports progress on the staff actions plan and their key measures to Council each quarter.

FY27 baseline measurement

New programs — led by Drone as First Responder — establish baseline data for future evaluation.

FY28 planning cycle pre-work

SLT pre-work for the next planning cycle begins in August–October, per the annual process.

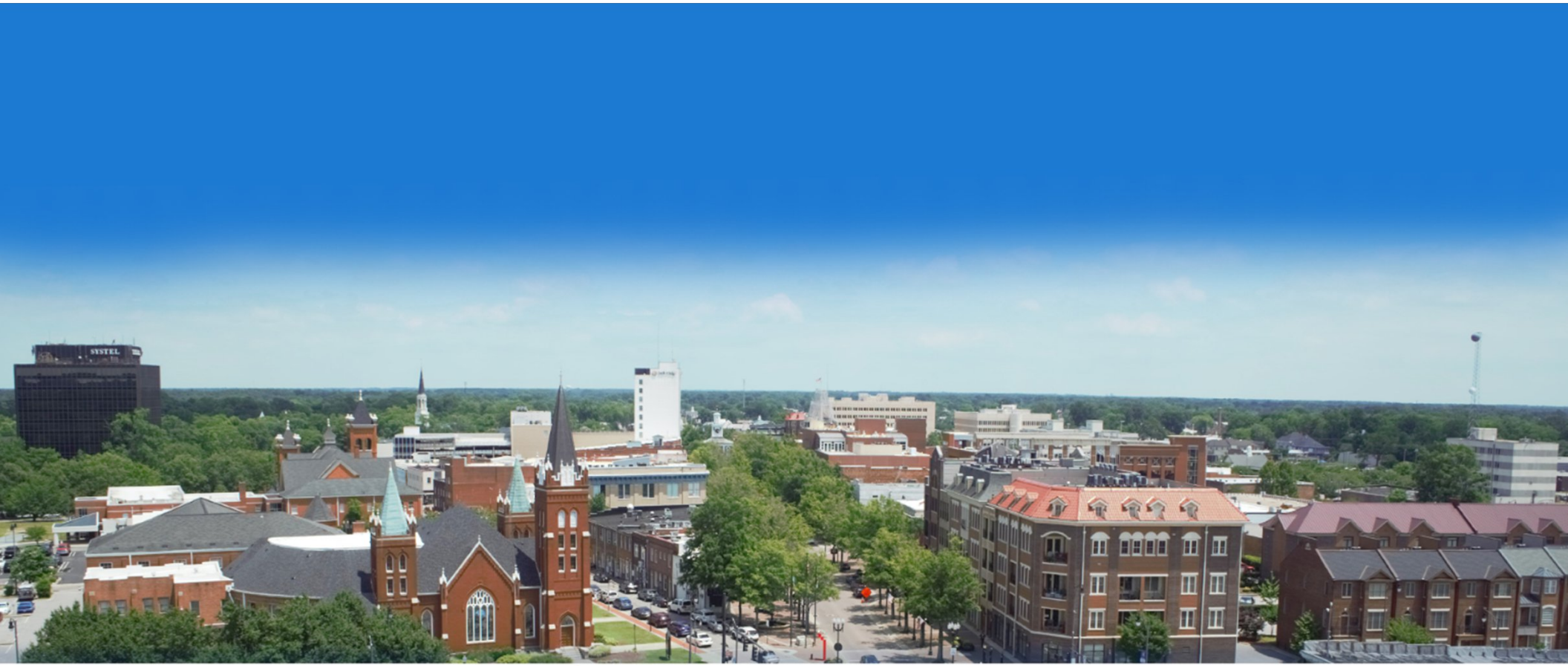
Recommended Action

1. City Council accepts the FY 2027 Strategic Plan as presented, confirming alignment between the adopted budget and Council's approved goals and priorities – moving forward with official adoption.

2. City Council rejects the FY 2027 Strategic Plan as presented and provides additional direction to the City Manager's Office.

RECOMMENDED City Council accepts the FY 2027 Strategic Plan alignment as presented; allow SPA to submit the FY27 Strategic Plan as an Administrative Report on consent at the next Regular Meeting for official Council adoption.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

CITY OF FAYETTEVILLE | NORTH CAROLINA

FY27 Strategic Plan

Moving forward with a shared commitment to strengthening our community, improving connectivity, and expanding opportunities for residents across the city.

This one-pager covers City Council's FY27 Strategic Plan: the foundation for planning, Council's four strategic priorities, and how the FY27 Adopted Budget aligns to the plan.

OUR FOUNDATION

Our Mission:
The City of Fayetteville provides quality and sustainable public services for our communities to thrive and businesses to grow.

Our Vision:
An attractive, culturally diverse and inclusive city that is safe, prosperous, innovative and unified.

Our Core Values — "RESPECT":
Respect · Ethics · Stewardship · Professionalism · Entrepreneurial · Commitment · Teamwork

OUR STRATEGIC GOALS

GOAL 1
Safe & Secure Community

GOAL 2
Economic & Strategic Growth

GOAL 3
Desirable Place to Live, Work & Recreate

GOAL 4
Financially Sound City Providing Exemplary Services

GOAL 5
Collaborative Citizen & Business Engagement

COUNCIL'S FY27 STRATEGIC PRIORITIES · 39 STRATEGIC ACTIONS

Comprehensive Community Safety
Priority 1
11 actions · 3 new

Enhance Economic Growth
Priority 2
12 actions · 6 new

Housing & Neighborhood Revitalization
Priority 3
8 actions · 2 new

Transit & Overall Connectivity
Priority 4
8 actions · 1 new

LONG-TERM VISION FOR FAYETTEVILLE (NEXT 15–20 YEARS)

- Fayetteville has a unique identity.
- The community has well-educated professionals.
- The economy has grown and there is investment in small business.
- Fayetteville is a safe community.
- The leadership represents the community (representative leadership).
- Fayetteville is connected and accessible (air, rail, roads, transit).
- Fayetteville is a place people love to live, with a vibrant quality of life.
- We have a strong relationship with the military, which helps to keep the current population of young people.
- We have a population that reinvests in the community.

STRATEGIC ALIGNMENT AT A GLANCE — THE CROSSWALK

12	18	2	4	3
New FY27 dollars	Current level of service	CIP / bond funded	Enterprise funds	Existing capacity / partners

Adopted FY27 budget: no tax-rate increase — rate remains $0.4495. Every strategic action has an identified path in the adopted budget — funded, capital-advanced, enterprise-supported, or assigned to existing capacity and partners, mapped on the Strategic Alignment Crosswalk.

PRIORITY INVESTMENT HIGHLIGHTS

P1 – Comprehensive Community Safety
$795K + 6 police positions — Drone as First Responder baseline year
$125K — youth safety / violence prevention
$1.095M — restore police response capacity (8 officers)

P2 – Enhance Economic Growth
$100K HUB contractor program · $100K workforce initiative
$250K Corridor of Opportunity · $150K Downtown Manager
$100K convention center study · $200K 910 Festival

P3 – Housing & Neighborhood Revitalization
$300K — Mature Home Repair / Loan /Grant Program (emphasizing mature/older neighborhoods)
$200K — Sewer Connection Program Phase V
$12M housing bond and $26.7M PRM adopted

P4 – Transit & Overall Connectivity
$510K CIP additions — Jasper Street & single-access neighborhoods
$300K — transit benches and trashcans
$6.9M State Street Aid · $23.8M enterprise operations

Beyond the priorities — appropriations advancing standing goals: $350K Black Voices Museum · $275K downtown events (G3) · 3% merit increase + $691K construction mgmt support (G4) · $5K Senior Advisory Board (G5). SPA reports quarterly to Council.

Prepared by the Office of Strategic Performance & Analytics · August 2026
433 Hay Street | Fayetteville, NC 28301 | www.fayettevillenc.gov | An Equal Opportunity Employer

City of Fayetteville

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

City Council Action Memo

File Number: 26-0475

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A4

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

THRU: **Lachelle H. Pulliam, City Attorney**
Jeffrey A. Yates, Assistant City Manager

FROM: **Kecia N. Parker, Real Estate Manager**
Roger D. Hunt, Jr., Project and Contract Manager

DATE: **August 10, 2026**

RE:
Authorizing the City Manager to Acquire the 11.8 Acre Parcel and the 3.21 Acre Parcel Located off Aviation Parkway

COUNCIL DISTRICT(S):
2

Relationship To Strategic Plan:
Goal 1- The City of Fayetteville will be a safe and secure community.

Executive Summary:
The City of Fayetteville's current Public Safety Answering Point, or 911 Center, is located in City Hall. The existing facility is experiencing space constraints that limit its ability to accommodate the additional staff needed to manage the significant increase in service calls.

The City has identified two parcels located off Aviation Parkway, consisting of approximately 11.8 acres and 3.21 acres, as a viable location for a new facility that will support future growth and provide the additional capacity needed for future operations. The 2022 Public Safety Bond will be used to cover the total purchase cost of $801,151.

On April 13, 2026, staff presented a briefing to City Council regarding the due diligence activities required before acquiring the two parcels. These activities have now been completed and include an appraisal confirming market value, an appraisal review confirming the accuracy of the appraisal, an Environmental Site Assessment with no concerns identified for the proposed use of the property, and a title search confirming clear ownership.

All findings support the City's interest in proceeding with the property acquisition. The parcels are owned by Rogers and Breece, Inc., and the combined purchase price is $799,000. The City has paid an option fee of $2,500, which will be deducted at closing.

To proceed with the acquisition, City 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:
The City's current Public Safety Answering Point, or 911 Center, can no longer accommodate the capacity needed to support current operational demands and future growth.

In 2022, Fayetteville voters approved a Public Safety Bond to support critical public safety investments. Two parcels located off Aviation Parkway, totaling approximately 15 acres, have been identified as a viable location for a future facility that will meet operational needs and support projected growth. On April 13, 2026, City staff briefed City Council on the parcels and outlined the due diligence process. Council consensus was that purchasing the two parcels represents a fiscally responsible investment aligned with both current and long-term public safety needs.

As part of the acquisition process, staff completed an appraisal to validate the purchase price against market value, an appraisal review to confirm the accuracy of the appraisal, a Phase I Environmental Site Assessment that found no environmental concerns for the parcels, and a title search confirming clear title to the properties.

Following these evaluations, staff negotiated an Option to Purchase Agreement in the amount of $799,000, which included a $2,500 deposit as an option fee.

This strategic relocation aligns with the City's broader public safety goals and will enhance emergency communications, disaster response, and long-term operational readiness.

Issues/Analysis:
The total estimated property acquisition cost for the proposed 911 Center site is $801,151. This includes the negotiated purchase price of $799,000, property taxes of $479, recording fees of $26, title insurance of $1,590, and other closing costs of $56.

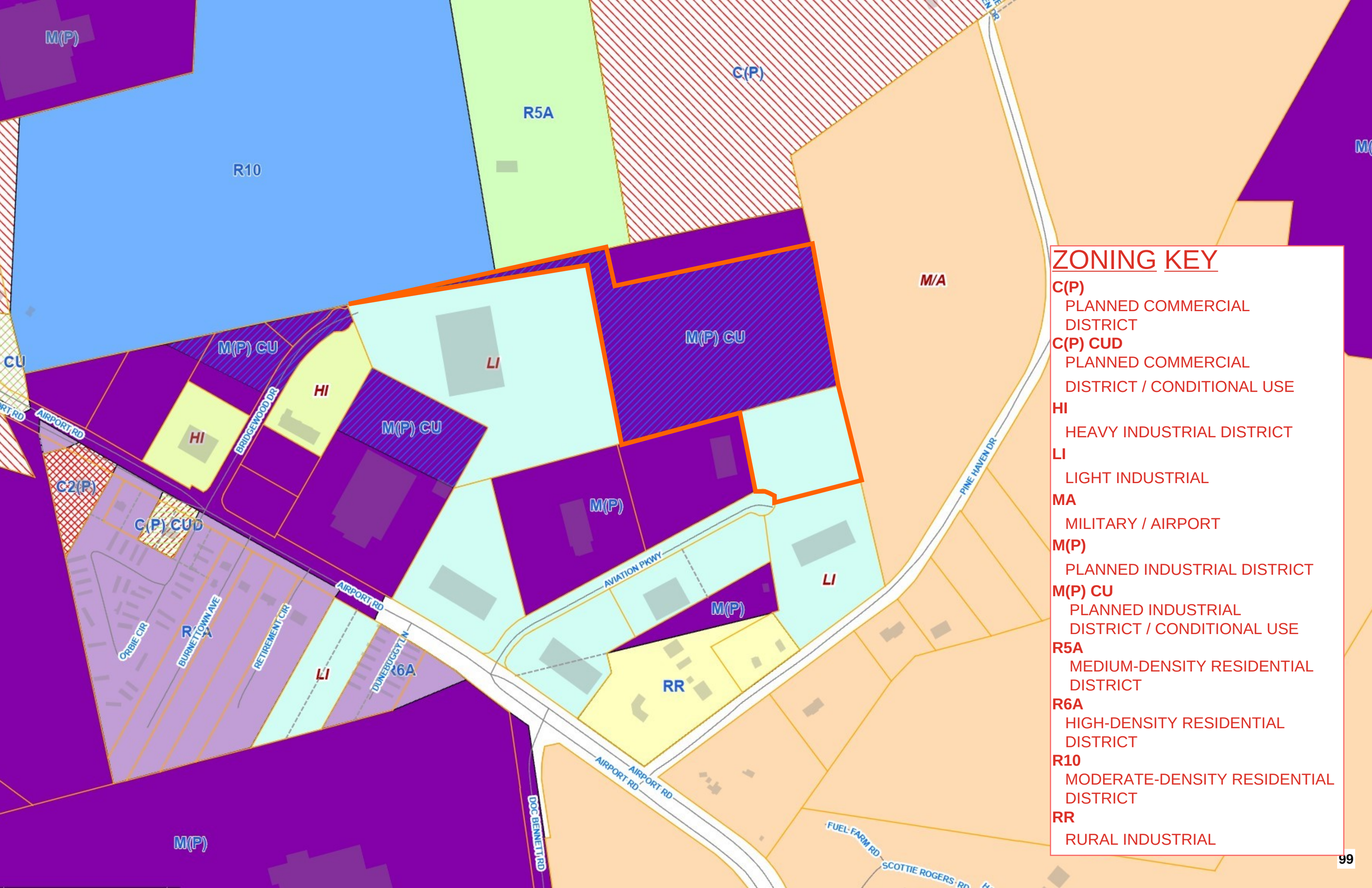
Budget Impact:
Funding is included in the adopted PSAP Project which is funded in part by General Obligation Bonds.

Options:
City Council may adopt a resolution authorizing the City Manager to execute all related documents necessary to acquire the parcels or deny the request.

Recommended Action:
Staff recommends that City Council proceed with the property acquisition and adopt a resolution authorizing the City Manager to execute all related documents necessary to acquire the parcels.

Attachments:
GIS Zoning Map for 11.8 Acre Parcel and 3.21 Acre Parcel
Aerial GIS Map for 11.8 Acre Parcel and 3.21 Acre Parcel

Resolution for Purchase of 11.8 Acre Parcel and 3.21 Acre Parcel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R10
MODERATE-DENSITY RESIDENTIAL DISTRICT
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RURAL INDUSTRIAL

Aviation Parkway

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Resolution No. R2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO ACQUIRE TWO PARCELS OFF AVIATION PARKWAY FOR THE PUBLIC SAFETY ANSWERING POINT FACILITY

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 safe and secure community; and

WHEREAS, the acquisition of the property is consistent with the City's development plans; and

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:

Parcel One: BEING all of Lot 3, as shown on a plat entitled "ZERO LOT LINE SUBDIVISION, B.G. PROPERTIES, LLC", and duly recorded in Plat Book 102, Page 199, Cumberland County Registry, North Carolina.

Parcel Two: BEING all of Lot 2, containing 11.80 acres as shown on a plat entitled "EXEMPT SUBDIVISION FOR ROGERS AND BREECE INC.", and duly recorded in Plat Book 146, Page 111, 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 10th day of August, 2026; 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: 26-0388

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A5

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

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

FROM: **Adam DiGaudio, Intergovernmental Military Manager**

DATE: **August 10, 2026**

RE:
Adopt Resolution Declaring the City of Fayetteville a North Carolina Military Host City (MHC)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Fiscal Year 2026 Strategic Plan
FY 2026 Strategic Priorities Two, Three, and Four:
Priority Two - Enhance economic growth throughout the City.
Priority Three - Continue the City's commitment to revitalization efforts and housing needs.
Priority Four - Evaluate and expand transportation and other connectivity for residents.
Goal II, Objective 2.1: Ensure a diverse City tax base.
Goal II, Objective 2.4: Sustain a favorable development climate to encourage business growth.

Executive Summary:
The City of Fayetteville is one of five Military Host Cities (MHC) in North Carolina and part of an aligned coalition that includes Jacksonville, Goldsboro, Havelock, and Elizabeth City. Each municipality's designation as an MHC is the first step in pursuing formal recognition by the State of North Carolina.

Background:
In coordination with each municipality and the NC Department of Military and Veterans Affairs (DMVA), each MHC will be passing a resolution to confirm their status and inherent relationship with the neighboring military installation. Fayetteville is the first MHC to pass a resolution; the other MHC Coalition members will follow suit and pass similar resolutions through the appropriate governing bodies. Through coordination with NC DMVA, the MHC Coalition will continue pursuing state legislation recognizing the MHC designation.

Formal designation as an MHC is achieved by meeting specific standards demonstrating a municipality's commitment to their military neighbors, including the following criteria.

1. Directly supporting a military installation in terms of public infrastructure, recreation, public safety and emergency services, and other municipal services;
2. Containing all or part of a military installation boundaries within or adjacent to its municipal boundaries;
3. Being the largest municipal land mass directly adjoining the installation boundaries;
4. Experiencing significant economic, social, and operational influence in the community from the military presence;
5. Providing access to key municipal-owned transportation and multimodal hubs essential to military operations; AND
6. Actively working to sustain and enhance the installation's mission and the well-being of military-connected and military-affiliated populations.

As the largest city connected to the largest military installation in the state, Fayetteville is well-positioned to be the inaugural Military Host City in North Carolina.

Issues/Analysis:
N/A.

Budget Impact:
N/A.

Options:
1. Approve the resolution as presented.
2. Approve the resolution with modifications and/or edits.
3. Disapprove the resolution.

Recommended Action:
Option 1: Approve the resolution as presented.

Attachments:
A Resolution Declaring the City of Fayetteville a Military Host City (2-pages).

Resolution No. R2026-_____

A RESOLUTION DECLARING THE CITY OF FAYETTEVILLE A MILITARY HOST CITY

WHEREAS, a *Military Host City* is defined as the location where a military installation is established, contributing to the nation's defense and readiness by supporting the training, deployment, and operations of the United States Armed Forces; and

WHEREAS, a Military Host City plays a vital role in supporting the overall mission of the Armed Forces and enhancing the quality of life for service members, military families, and veterans; and

WHEREAS, the City of Fayetteville directly supports a major military installation and contains portions of such installation within or adjacent to its municipal boundaries; and

WHEREAS, the City's economy, workforce, housing market, and community fabric are significantly influenced by the presence of the military and defense-related activities; and

WHEREAS, the City benefits from and supports critical transportation and multimodal infrastructure - including highways, transit systems, and regional air access - that facilitate mission readiness, mobility, and installation resiliency; and

WHEREAS, the City actively participates in sustaining and strengthening the installation's mission through land use planning, infrastructure investment, public safety coordination, intergovernmental support or reciprocity agreements, and partnerships with military leadership, state and local officials, regional stakeholders; and

WHEREAS, the City of Fayetteville meets the criteria of a Military Host City by:

1. Directly supporting a military installation in terms of public infrastructure, recreation, public safety and emergency services, and other municipal services;
2. Containing all or part of a military installation boundaries within or adjacent to its municipal boundaries;
3. Being the largest municipal land mass directly adjoining the installation boundaries;
4. Experiencing significant economic, social, and operational influence in the community from the military presence;
5. Providing access to key municipal-owned transportation and multimodal hubs essential to military operations; and
6. Actively working to sustain and enhance the installation's mission and the well-being of military-connected and military-affiliated populations; and

WHEREAS, the City provides mission-critical municipal services including utilities, public safety, emergency management, and transportation infrastructure that directly support military operations; and

WHEREAS, the City maintains strong intergovernmental partnerships through mutual aid agreements, coordinated planning efforts, and ongoing collaboration with installation leadership and defense stakeholders; and

WHEREAS, the City is committed to promoting compatible land use, protecting airspace, supporting infrastructure resiliency, and advancing policies that prevent encroachment and enhance mission readiness; and

WHEREAS, the City fosters social and community integration by supporting military families through education, housing, workforce development, healthcare access, and veteran services; and

WHEREAS, the City actively engages in collaborative initiatives including military advisory committees, joint planning efforts, defense-sector economic development strategies, and advocacy for state and federal policies that benefit service members and their families;

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

1. The City of Fayetteville hereby formally declares itself a **Military Host City**.
2. The City of Fayetteville joins the other municipalities in North Carolina who meet the criteria to declare themselves sister cities like Jacksonville, Goldsboro, Havelock and Elizabeth City. These 5 cities are the largest municipal land masses adjoining North Carolina's military installations and

work collaboratively with the NC Department of Military and Veterans Affairs to ensure the state remains military, veteran and defense friendly.

3. The City reaffirms its commitment to supporting the mission, readiness, and long-term sustainability of the military installation and its personnel.
4. The City will continue to advance policies, partnerships, and investments that strengthen military-community relations, protect operational integrity, and enhance quality of life for service members, veterans, and their families.
5. The City will work collaboratively with local, state, and federal partners to advocate for defense investments, infrastructure improvements, and policies that support military readiness and economic vitality.

This designation shall serve as a guiding principle in future planning, economic development, and community engagement efforts.

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 10th day of August 2026; 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 AYRE, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 26-0462

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A6

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

THRU: **Jodi Phelps - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director
Jennifer C Baptiste, CZO - Planning & Zoning Division Manager

FROM: **Thomas Cohen - Planner I**
Craig Harmon, CZO - Senior Planner

DATE: **August 10, 2026**

RE:
Approve P26-24 - A request by Rishi Shah of ResComm Real Estate LLC and Joe Godwin of Godwin Engineering representing Joo Lee of DJYL Properties LLC to rezone the ± 7.23 acres at 3100 Tallywood Drive (0427021446000) from Conditional Mixed Residential 5 (MR-5/CZ) to Mixed Residential 5 (MR-5)

COUNCIL DISTRICT(S):
5 - Lynne Greene

Relationship To Strategic Plan:
Goal I: Safe & Secure Community

- 1.2 - To ensure traffic and pedestrian safety

The subject property is currently unmanaged and vacant with debris and litter strown along the edges and within. On the opposite side is the fenced off rear of the shopping complex. Residential development would clean up the property, provide eyes on the street, and make drivers hesitant to speed through the area.

Goal II: Responsive city government supporting a diverse & viable economy

- 2.1 - To insure a diverse city tax base

Developed land generates more property tax revenue than undeveloped land. The land is residential, which means new residents who may work and shop within the city, thus generating additional streams of tax revenue.

Goal III: City investment in today & tomorrow

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

Allowing for higher density residential adjacent to a shopping complex complete with a grocery store allows a larger number of residents to make important and necessary life trips within easy walking distance. This reduces reliance on automobile trips and lower traffic along already burdened major arterials.

Goal IV: Desirable place to live, work, & recreate

- 4.5 - To ensure a place for people to live in great neighborhoods

Walkability is increasingly important in neighborhood choice as is managed land. The land currently is unmanaged and vacant which is aesthetically unpleasing and hosts

potential unseen dangers.

Executive Summary:

Request

Rezone from Conditional Mixed Residential 5 (MR-5/CZ) to Mixed Residential 5 (MR-5) to remove all conditions from the subject property.

Key Findings

Future Land Use: While the request does not directly align with the existing designation it aligns with the intent of the Future Land Use Plan with precedent established by a previous case for the base MR-5 district and for redesignation to HDR to which the area context is in greater alignment.

Local Context: The request aligns with the local context which is a mixture of apartments, single-family homes, and shopping which includes a grocery store. MR-5 is already present yet the area is of low traffic and the potential future residents across a standard residential street from household needs; a setup that is quite walkable.

Zoning Commission

On June 9, 2026, the request received a unanimous (5-0) recommendation for approval by the Zoning Commission. The motion was made by Phillip Fehler and seconded by Chairman Kevin Hight.

Background:

Owner: DJYL Properties LLC
Request: MR-5/CZ to MR-5
Parcel Identification Number (PIN): 0427021446000
Parcel Size: ± 7.23
Existing Site Conditions: Wooded and vacant
Adjacent Zoning:

- **North:** SF-10 - Single-family homes and a lake
- **South:** CC/LC - Publix and a shopping center
- **East:** SF-10/MR-5 - Single-family homes, vacant lots, and apartments
- **West:** SF-10 - Single-family homes

Utilities: Public sewer and water
Applicant Narrative (Summary): Existing conditions in place from previous developer are unsuitable for current developer intent of single-family homes.
Public Notice: Notification letters were sent to property owners within 1,000 feet of the subject site equating to 147 notices sent.

Issues/Analysis:

Case P26-24 is a request to remove the conditions from 3100 Tallywood Drive by rezoning from Conditional Mixed Residential 5 (MR-5/CZ) to Mixed Residential 5 (MR-5). Pursuant to NCGS § 160D, a straight rezoning entitles the landowner to the full range of permitted uses constrained only by the Unified Development Ordinance and applicable licensures and jurisdictions.

Future Land Use Analysis

The Future Land Use Plan 2040 (FLUP) designations are central to policy analysis affixed by reasonableness to local contexts and service of the public good. According to the FLUP, the subject property is designated for Medium Density Residential (MDR); defined as “Primarily single-family residential neighborhoods with small lots (3-6 dwellings per acre). Duplex or townhomes interspersed; low-rise apartments possible. Mostly auto-oriented, but some walkable neighborhoods and destinations.”

The proposed zoning district of MR-5 is established and intended to meet diverse housing needs by accommodating for a wide variety of residential housing types and arrangements at moderate-to-high densities. These housing types range from single-family homes to six floor apartments, so density classification is defined on a per-build basis.

MR-5 is traditionally classified as High-Density Residential (HDR); defined as “Townhomes and apartments in 3-5 story buildings with some very small single-family lots possible. Typically, 5-16 dwellings per acre. Active, compact neighborhoods walkable to adjacent commercial.”

Hence, MR-5 is considered medium-to-high density; the range of potential uses spans the defining characteristics of both residential density designations.

Previous Rezoning Case
While the subject property is designated as MDR it has many characteristics that align with HDR and render it suitable to be zoned into MR-5. This was seen when the previous zoning case P21-17 where the property was rezoned from SF-10 to MR-5/CZ to allow creation of a 56-unit senior living facility. Arguably, the conditions brought the potential intensity back to MDR standards, but ultimately the base district of MR-5 stands lending precedent to MR-5 as the district and if the Future Land Use Plan were adjusted accordingly it would possibly redesignate the parcel as HDR .

Local Context
The neighborhood is a mixture of residential types, commercial uses, and recreative areas with many vacant and wooded lots scattered throughout. The area has the common setup of Raeford Road which is commercial fronting the major arterial and a residential spectrum behind.

The subject property itself is a large vacant and wooded parcel adjacent to a large pond fed by Branson Creek. It is across Tallywood Drive from a Publix that is part of a small shopping center adjacent to a set of two-to-three floor apartments. Tallywood Drive is an unmarked two-lane road that dead ends at this apartment complex on the western side. The subject property has two potential access points for future development: Tallywood Drive itself and Cowles Street which acts as a residential slip street between Tallywood Drive and Fairfield Road; Fairfield which connects directly to Raeford Road.
Sidewalks do exist in this area and are a common method of travel by locals to the nearby shopping center as the lanes are not wide, traffic is low, and most traffic is to the shopping center and not the residential area.

Conclusion
While the property does not directly align with the Future Land Use Designation of MDR the argument stands that with the previous rezoning the designation should be considered as HDR to which an unconditioned MR-5 does align and the area is more suited towards that designation because it's transitionary between commercial and lower density residential while being incredibly walkable to a commercial area capable of handling an influx of new residents.

In relation to local context, unconditioned MR-5 already exists as do apartments. Thus, the potential for more is already precedented. With the addition of already limited traffic during the noontime rush along Raeford Road the highest intensity potential does not represent an increase in traffic that would be disastrous to the area.

Thus, the request serves to enable efficient property and resource utilization; adding to the tax base new residential property and bringing new customers to adjacent stores without the usual parking and traffic burden.

Budget Impact:
Immediate (Legislative): No additional costs, collection of a $1000 application fee
Longterm (Construction): Onsite improvements are funded by the developer. City Council evaluates any potential public capital projects via budget adoption and capital investment processes.

Options:

- **Approve (Recommended Action):**

Approve the zoning map amendment as requested - finding that the request is consistent with the Future Land Use Plan and reasonable to local context as outlined by the signed Consistency and Reasonableness Statements.

- **Approve, but to a more restrictive district:**

Approval the zoning map amendment from MR-5 to one that is more restrictive, but consistent with the Future Land Use Plan and Reasonable to the local contexts with amended Consistency and Reasonableness Statements.

- **Denial:**

Deny the proposed map amendment - find that the request is inconsistent with the Future Land Use Plan and unreasonable to the local context.

Recommended Action:
The Professional Planning Staff and Zoning Commission recommend that the City Council **APPROVE** the request as presented - to rezone the approximately 7.23 acres at 3100 Tallywood Drive from MR-5/CZ to MR-5.

Attachments:

1. Application
2. Aerial Notification Map
3. Current Zoning Map
4. Future Land Use Map
5. Site Pictures (Subject Site)
6. Site Pictures (Surrounding Properties)

7. Signed Consistency and Reasonableness Statements

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

Project Overview #2155412

Project Title: 3100 Tallywood Dr
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 3100 TALLYWOOD DR (0427021446000)
Zip Code: 28303

Please see checklist for instructions for multiple buildings on a single parcel submittals

Is it in Fayetteville? A Fayetteville mailing address does not mean it is in the jurisdictional boundaries of the city. If you're not sure, click this link: Cumberland County Tax Office GIS system

E911 Addressing confirmation, please ensure that new developments have an address assigned by Cumberland County E911 before submitting. There may be delays and penalties for not doing so.

GIS Verified Data

Project Address: 3100 TALLYWOOD DR

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: 7.23
Water Service: Public
Previous Amendment Approval Date:
Proposed Zoning District: MR5
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:
Site is wooded and vacant. There is an unusable structure in the middle of the land the owner plans to demolish.

B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
Current zoning designation of the subject property is MR5CZ with the conditional zoning to allow a 76,140 SF 56 apartment unit for the aging and elderly. The existing uses of lands adjacent to and across the street from the subject site are both commercial and residential. There is a Publix Shopping Center across the street, apartments adjacent, and residential adjacent.

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 keeps the same base zoning that is consistent with the comprehensive plan for residential in this area.

B) Are there changed conditions that require an amendment? :
We want to drop the conditional zoning as the developer who applied for it will not be able to complete the project.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
There is a need for additional housing in this area with the expansion of Fayetteville's population and the local development including the new medical school and overall expansion of Cape Fear Valley Hospital.

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.:
It is compatible with the surrounding MR5 and SF10 zonings and the commercial zoning across the street. This is only a request to remove the conditional zoning amendment.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
The current conditions on the zoning is not conducive to the residential demand in the area. We would like to support the need for residential development in the area.

F) State the extent to which the proposed amendment might encourage premature development.:
The surrounding area is already developed residential and commercial. This is in line with the existing surrounding development.

G) State the extent to which the proposed amendment results in strip-style commercial development.:
It does not.

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.:
It does not.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:
The proposed amendment does not have adverse impact on the property values of surrounding lands.

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

Primary Contact Information

Project Owner
Joo Lee
DJYL Properties LLC
2911 Bragg Blvd
Fayetteville, NC 28303
P:9103642795
lejobi11888@gmail.com

Indicate which of the following project contacts should be included on this project: Developer,Engineer,Other

Project Contact - Developer
Joo Lee
DJYL Properties LLC
2911 Bragg Blvd
Fayetteville, NC 28303
P:9103642795
lejobi11888@gmail.com

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

Project Contact - Agent/Representative
Joe Godwin
Godwin Engineering
1403 NC 50 S
Benson, NC 27504
P:9192750644
joe@godwinengineering.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. :

NC State Electrical Contractor #3 License Number:

Project Contact - Engineer
Joe Godwin
Godwin Engineering
1403 NC 50 S
Benson, NC 27504
P:9192750644
joe@godwinengineering.com

NC State General Contractor's License Number:

NC State Mechanical Contractor's #1 License Number:

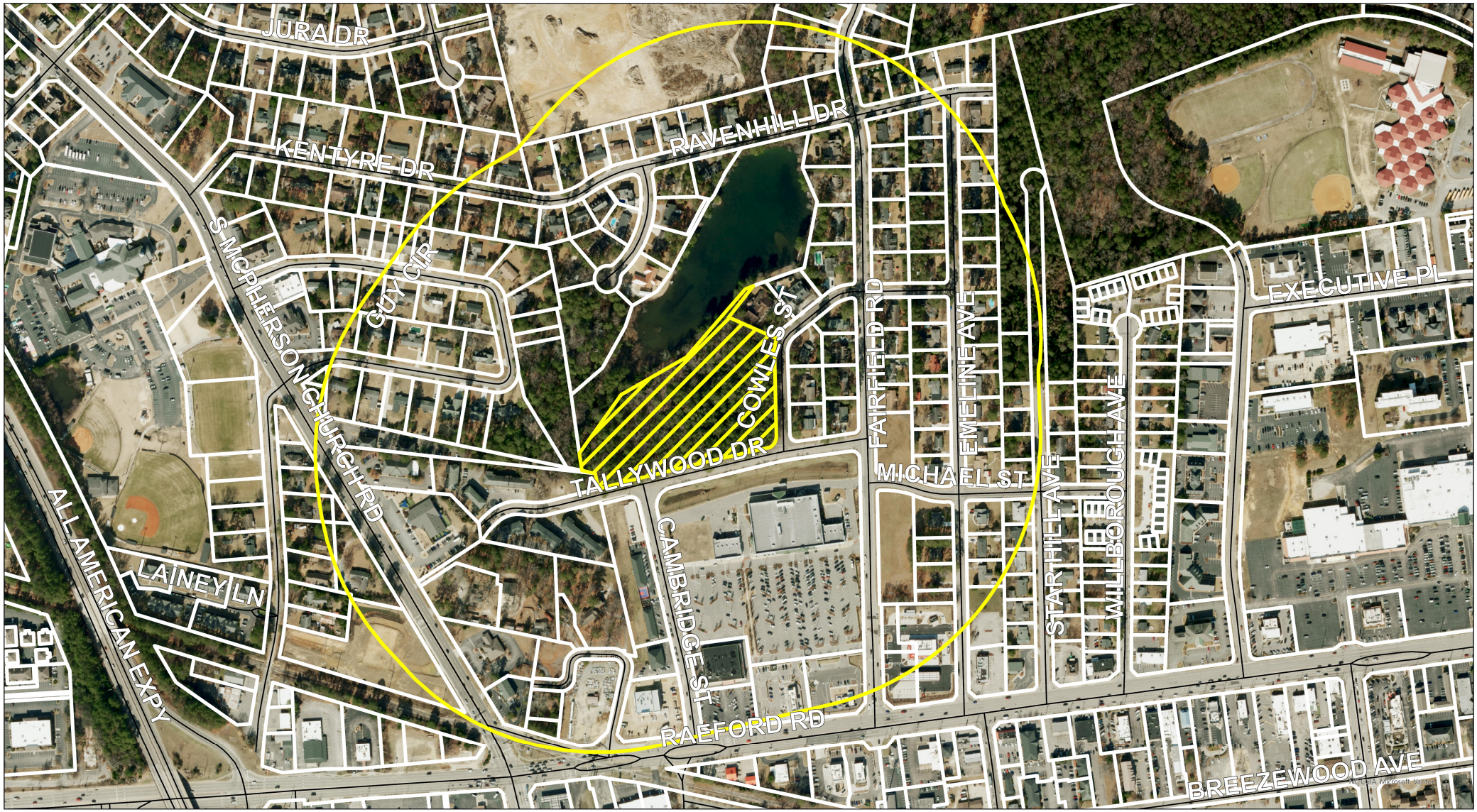
NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Other
Rishi Shah
ResComm Real Estate LLC
2112 Skibo Rd
Fayetteville, NC 28314
P:9109771596
rishisrealestate@gmail.com



Aerial Notification Map

Case #: P26-24

Request: MR-5/CZ to MR-5
Location: 3100 Tallywood Drive
(0427021446000)

Streets

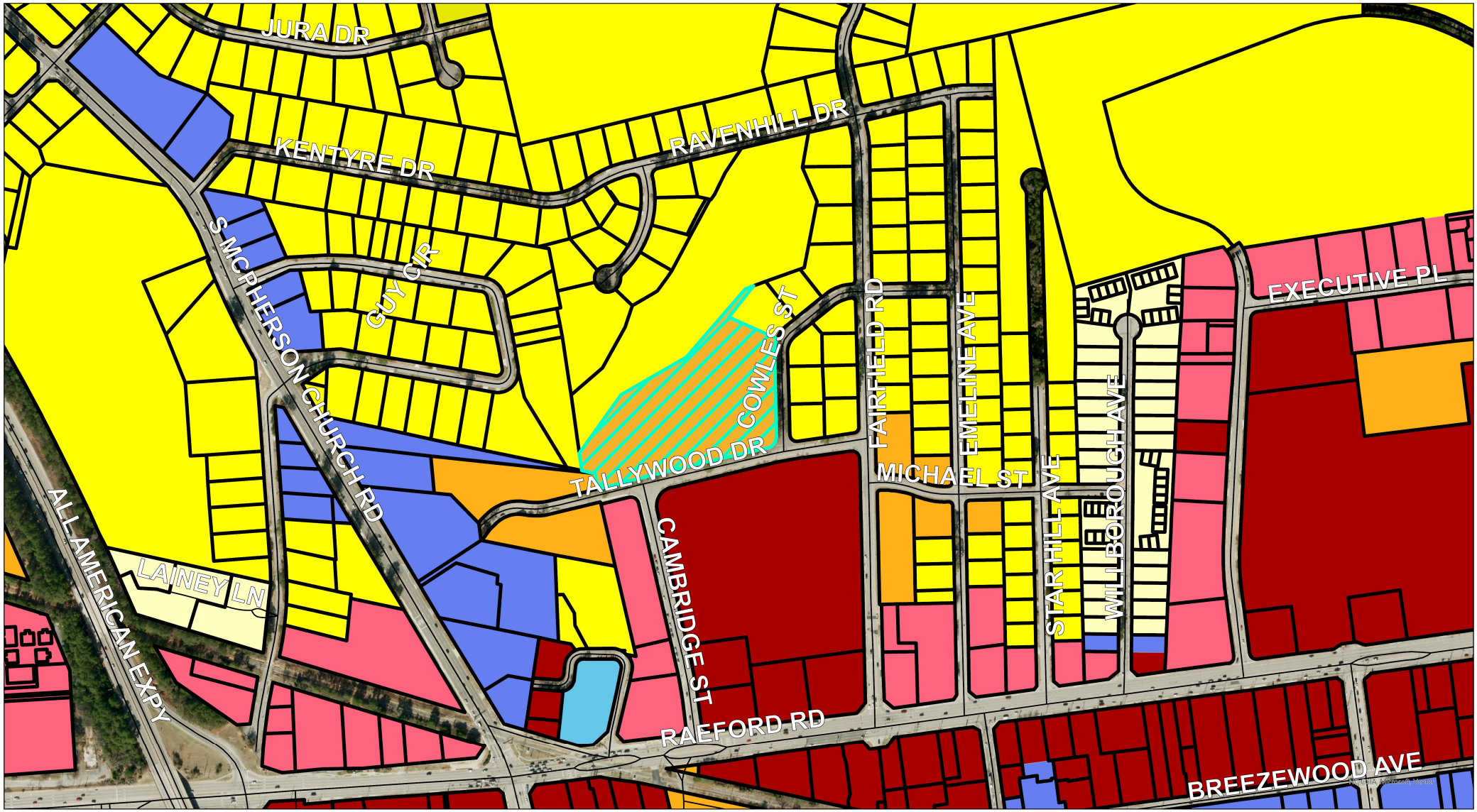
P26-24

P26-24 Buffer

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N

FAYETTEVILLE
AMERICA'S CAN DO CITY



Zoning Map

Case #: P26-24

Request: MR-5/CZ to MR-5
Location: 3100 Tallywood Drive
(0427021446000)

- CC - Community Commercial
- LC - Limited Commercial
- LI - Light Industrial
- MR-5 - Mixed Residential 5
- MR-5/CZ - Conditional Mixed Residential 5
- OI - Office & Institutional
- SF-6 - Single-Family Residential 6
- SF-10 - Single-Family Residential 10
- SF-15 - Single-Family Residential 15
- Streets
- P26-24

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N

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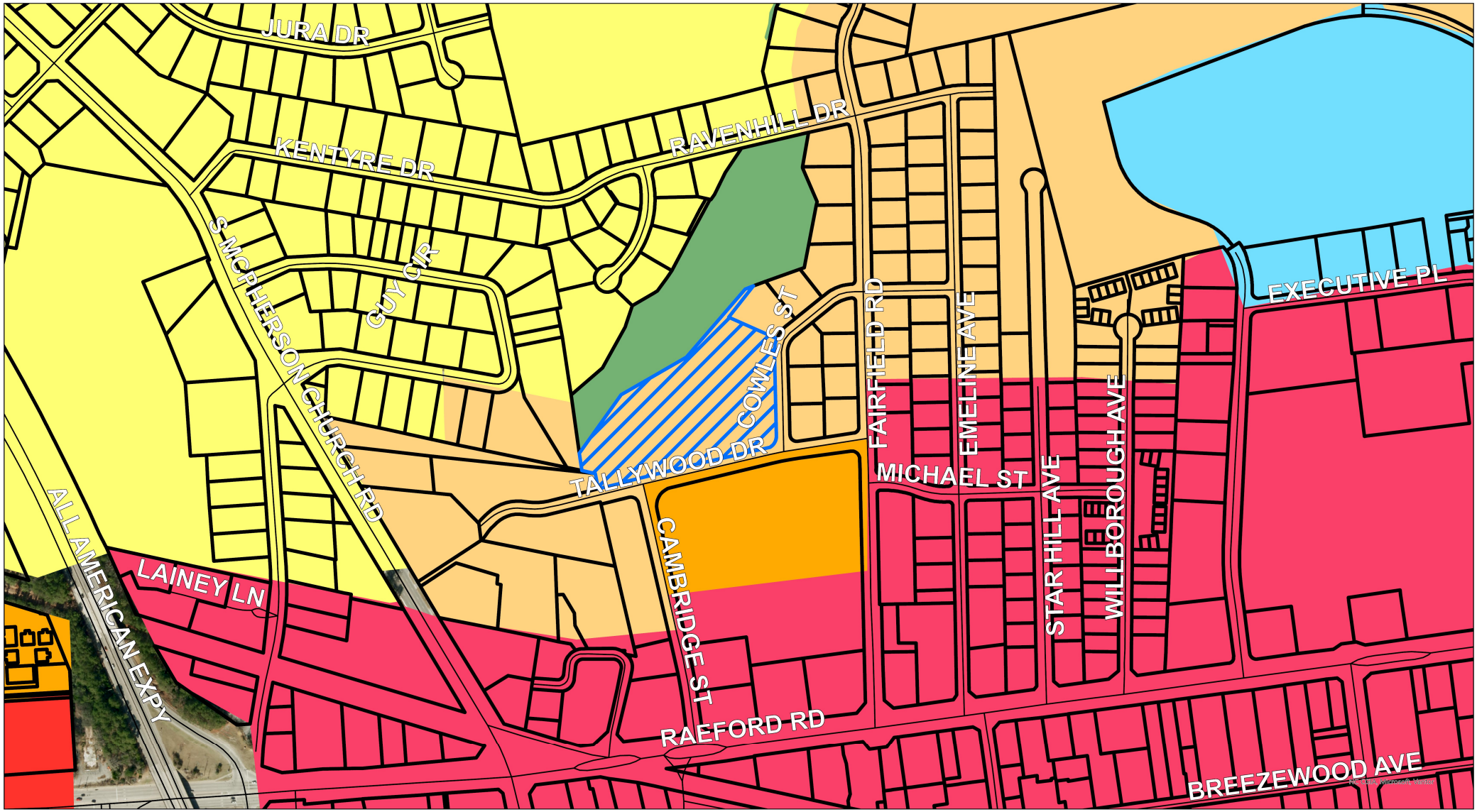

Future Land Use Map

Case #: P26-24

Request: MR-5/CZ to MR-5
Location: 3100 Tallywood Drive
(0427021446000)

- PARKOS - PARK / OPEN SPACE
- LDR - LOW DENSITY
- MDR - MEDIUM DENSITY
- HDR - HIGH DENSITY RESIDENTIAL
- CC - COMMUNITY CENTER
- HC - HIGHWAY COMMERCIAL
- OI - OFFICE / INSTITUTIONAL
- Streets
- P26-24

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N

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AMERICA'S CAN DO CITY

FAYETTEVILLE NC

Subject Property

Surrounding Properties

Across - Cowles

Across - Cowles

Adjacent

Across - Tallywood

Across - Tallywood

Across - Tallywood

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. § 160D-604 and § 160D-605, the Zoning Commission determines that the proposed zoning map amendment in case P26-24 is consistent with the City of Fayetteville's Future Land Use Map as well as the Comprehensive Plan and Strategic Plan.

The following analysis reviews the proposed amendment in relation to the goals and policies of the Future Land Use Map, Comprehensive Plan, and Strategic Plan following the Commission's established review format.

Consistency

1. **STRATEGOC PLAN GOALS**

GOAL(S)	CONSISTENT	INCONSISTENT
Goal I: Safe & Secure Community (Objective 1.2) • The subject property is currently unmanaged and vacant with debris and litter strown along the edges and within. On the opposite side is the fenced off rear of the shopping complex. Residential development would clean up the property, provide eyes on the street, and make drivers hesitant to speed through the area.	X	
Goal II: Responsive City Government Supporting a Diverse & Viable Economy (Objectives 2.1) • Developed land generates more property tax revenue than undeveloped land. The land is residential, which means new residents who may work and shop within the city, thus generating additional streams of tax revenue.	X	
Goal III: City Investment in Today & Tomorrow (Objective 3.2) • Allowing for higher density residential adjacent to a shopping complex complete with a grocery store allows a larger number of residents to make important and necessary life trips within easy walking distance. This reduces reliance on automobile trips and lower traffic along already burdened major arterials.	X	
Goal IV: Desirable Place to Live, Work, & Recreate (Objectives 4.2 & 4.5) • Walkability is increasingly important in neighborhood choice as is managed land. The land currently is unmanaged and vacant which is aesthetically unpleasing and hosts potential unseen dangers.	X	

2. FUTURE-LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-1: Encourage growth in areas well-served by infrastructure and urban services (Objectives 1.2, 1.6, and 1.7) • The area is along Raeford Road and is suitable to further residential development as it's already served by infrastructure and is infill development.	X	
LU-3: Encourage redevelopment along underutilized strip corridors and reinvestment in distressed residential neighborhoods (Objective 3.1). • The parcel is a large area of unmanaged and vacant land surrounded by both residential and commercial properties.	X	
LU-4: Create well-designed and walkable commercial and mixed-use districts (Objectives 4.1 and 4.2) • The parcel is adjacent to walkable leisure shopping as well as household necessities via a grocery store and mental health services. The area is a mixture of commercial and residential properties.	X	
LU-6: Encourage Development Standards that result in quality neighborhoods (Objectives 6.1 & 6.2) • The development of an unmanaged nuisance lot to residential will be an excellent source of quality housing within walking distance of amenities.	X	

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

X	The requested map amendment is consistent or aligns with the area's designation on the FLUM	OR		The requested map amendment is **NOT** consistent or **DOES NOT** align with the area's designation on the FLUM
X	As requested, the proposed designation would permit uses complementary to those existing on adjacent tracts.	OR		As requested, the proposed designation would permit uses incongruous to those existing on adjacent tracts.

Reasonableness

The proposed zoning map amendment of MR-5/CZ to MR-5 is both reasonable and in the interest of the public. It supports the policies of the Comprehensive and Strategic Plans because: [select all that apply]

X The size, features, and other conditions of the site support modest infill pattern that is compatible with existing nearby residential and commercial activity and available utilities

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

X The proposed use addresses the needs of the area by enabling nuisance parcels to be repurposed.

X The proposal promotes orderly development by aligning with surrounding land uses.

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

X Improves net total consistency with the Future Land Use Map and Comprehensive Plan.

X Improves the net total tax base.

____ Preserves environmental and/or cultural resources.

X Facilitates desired development such as infill and/or in an infrastructure-served area.

X Provides needed housing/commercial area.

Additional comments: None

June 9, 2026
Date

Chair Signature

Robert K. Bright
Print

City of Fayetteville

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

City Council Action Memo

File Number: 26-0463

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A7

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

THRU: **Jodi Phelps - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director
Jennifer C Baptiste, CZO - Planning & Zoning Division Manager

FROM: **Thomas Cohen - Planner I**
Craig Harmon, CZO - Senior Planner

DATE: **August 10, 2026**

RE:
Approve P26-25 - A request by Naphasorn Reyes of BLC Group Home to rezone the ± 0.46 acres at 8424 King Road (9484886353000) from Agricultural-Residential (AR) to Single Family 15 (SF-15)

COUNCIL DISTRICT(S):
6 - Mayor Pro Tem Derrick Thompson

Relationship To Strategic Plan:
Goal II: Responsive city government supporting a diverse & viable economy

- 2.3 - To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.

In Level III Group Homes staff must be licensed and always present. This means that well paid and local professionals who specialize in such work will be employed and contribute to the local economy.

Goal III: City investment in today & tomorrow

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

Locating suitable placement for a Level III Group Home is difficult and conversion of an existing home with appropriate space while keeping the property residentially zoned will save on land used and make reconversion back to standard residential use seamless.

Goal IV: Desirable place to live, work & recreate

- 4.2 - To enhance diverse recreation, leisure, and cultural opportunities.
- 4.6 - To reduce poverty and homelessness.

A Level III Group Home provides a stable and supportive environment for minors who need individualized care, support, and development that will prepare them better for adult life. This can provide previously unavailable enrichment opportunities and help prevent future homelessness.

Goal VI: Collaborative citizen & business engagement base

- 6.1 - To ensure collaborative relationships with the business community, local governments, military, and stakeholders.

A group home requires licensure from the NC Department of Health Service Regulation (DHSR), program accreditation, and a Letter of Support from a local management entity to operate. It will also require inspections from local government to ensure compliance and a suitable environment.

Executive Summary:

Request

Rezone from Agricultural-Residential (AR) to Single Family 15 (SF-15)

Key Findings

Future Land Use: The Future Land Use Designation is for Low Density Residential (LDR) a designation that is quintessential to the requested zoning district.

Local Context: The local context aligns with the requested zoning district as the area is almost exclusively Agricultural-Residential (AR) or Single Family 15 (SF-15) with properties being almost exclusively single-family homes; many have large lots relative to housing size.

Zoning Commission

On June 9, 2026, the request received a unanimous (5-0) recommendation of approval by the Zoning Commission. Zaccheus Eley made the motion which was seconded by Vice Chairman Justin Herbe.

Background:

Owner: Kyledevin Reyes
Request: AR to SF-15
Parcel Identification Number (PIN): 9484886353000
Parcel Size: ± 0.46
Existing Site Conditions: Single family home and shed
Adjacent Zoning:

- North: AR - Single family homes with accessory structures
- South: RR (County) - Single family homes
- East: SF-15 - Single family homes
- West: AR - Single family homes

Utilities: Access to public sewer, water, and electricity
Applicant Narrative (Summary): Seeking rezoning to use existing single-family home for a Level 3 Group Home, Small.
Public Notice: Notification letters were sent to property owners within 1,000 feet of the subject site equating to 96 notices sent.

Issues/Analysis:

Case P26-25 is a request to rezone the parcel located at 8424 King Road from Agricultural-Residential (AR) to Single Family 15 (SF-15). Pursuant to NCGS § 160D, a straight rezoning entitles the landowner to the full range of permitted uses constrained only by the Unified Development Ordinance and applicable licensures and jurisdictions.

Land Use Analysis

The Future Land Use Plan 2040 (FLUP) designations are central to policy analysis

affixed by reasonableness to local contexts and service of the public good. According to the FLUP, the subject property is designated for Low Density Residential (LDR); defined as “Mainly single family residential with some accessory dwellings; occasionally with duplexes (if isolated) or townhomes. Lots typically 1-4 dwellings per acre. Suburban, auto-oriented character with utility services.”

The proposed zoning district of SF-15 is the quintessential LDR zoning district as it’s meant to accommodate single family detached and two-to-four family homes with a minimum lot area of 15,000 square feet or a third of an acre. This is the lowest density residential district within Residential Base Zoning Districts (Section 30-3.D).

The current zoning district is a Special Base Zoning District (Section 30-3.C) which also fits within the LDR designation. The purpose of the AR District is to accommodate rural uses, including agricultural or that which is supportive, and very low-density residential to allow residential development while preserving farmland or open space. There is no two-to-four family permitted use and lot area minimum of 20,000 square feet.
Thus, both the proposed and existing zoning district are considered suitable for the Future Land Use Designation of Low Density Residential as the primary distinction between these districts is lot area minimum and permitted uses.

Local Context
The neighborhood resides on the border between the City of Fayetteville and Cumberland County while being half a mile east of Hoke County. King Road runs parallel to this border until it converts to Swift Creek in Hoke or Lakewood Drive within the city to head north. It also overpasses I-295 N which is under a quarter mile from the subject property.

The neighborhood is almost exclusively residential and mostly made of Rural Residential (RR) on the county side of the border and AR and SF-15 on the city side. RR is the county’s equivalent to the AR zoning district but allows for uses otherwise not permitted in AR such as manufactured homes.

The neighborhood character is that of low density residential with a focus on single-family homes on large lots on the periphery of the city.

The property itself is a single floor, single-family home, with a shed in the backyard. Were it not for the double entry driveway and sideways configuration it would be identical in make, style, and size to the rest of the neighborhood. The block that the property resides on is a mix of AR and SF-15 with two abutting properties being SF-15.

Thus, the proposed zoning district of SF-15 directly matches the neighborhood character as it’s well established within the neighborhood with approximately 60 houses currently zoned as SF-15 within a quarter mile radius.

Conclusion
The request aligns directly with the Future Land Use Plan and fits well within the local

area context. While the applicant seeks the rezoning for the purposes of a Level III Group Home the request is a straight rezoning and as stated within the first paragraph of this analysis the applicant will be entitled to the full range of permitted uses with only justifiable avenues of constraint. While a Level III Group Home and the use case "Group Home, Small" are both in alignment with the Future Land Use Plan and reasonable to the local context consideration for the application must be focused on the array of potential uses and not legally unbound claims of use as dictated by state law within NCGS 160D.

Budget Impact:
Immediate (Legislative): No additional costs, collection of a $1000 application fee
Longterm (Construction): Onsite improvements are funded by the developer. City Council evaluates any potential public capital projects via budget adoption and capital investment processes.

Options:

- **Approve (Recommended Action):**

Approve the zoning map amendment as requested - finding that the request is consistent with the Future Land Use Plan and reasonable to local context as outlined by the signed Consistency and Reasonableness Statements.

- **Approve, but to a more restrictive district:**

Approve the zoning map amendment from SF-15 to one that is more restrictive, but consistent with the Future Land Use Plan and Reasonable to the local contexts with amended Consistency and Reasonableness Statements.

- **Deny:**

Deny the proposed map amendment - find that the request is inconsistent with the Future Land Use Plan and unreasonable to the local context.

Recommended Action:
The Professional Planning Staff and Zoning Commission recommend the City Council **APPROVE** the request as presented - from Agricultural-Residential (AR) to Single Family 15 (SF-15) for the approximately 0.46 acres located at 8424 King Road.

Attachments:

1. Application
2. Aerial Notification Map
3. Current Zoning Map
4. Future Land Use Map
5. Site Pictures (Subject Site)
6. Site Pictures (Surrounding Properties)
7. Signed Consistency and Reasonableness Statements

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

Project Overview #2146687

Project Title: 8424 King road
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 8424 KING RD (9484886353000)
Zip Code: 28306

Please see checklist for instructions for multiple buildings on a single parcel submittals

Is it in Fayetteville? A Fayetteville mailing address does not mean it is in the jurisdictional boundaries of the city. If you're not sure, click this link: Cumberland County Tax Office GIS system

E911 Addressing confirmation, please ensure that new developments have an address assigned by Cumberland County E911 before submitting. There may be delays and penalties for not doing so.

GIS Verified Data

Project Address: 8424 KING RD

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: 0.46
Water Service: Public
A) Please describe all existing uses of the land and existing structures on the site, if any:
Family home , shed

Previous Amendment Approval Date:
Proposed Zoning District: SF15
Is this application related to an annexation?: No
Sewer Service: Public
B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
North to the west it zone for AR then to east zone for SF 10. To the south is RR

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.:
Looking at a Low density resi

B) Are there changed conditions that require an amendment? :
Yes , it need for the group home

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
The proposed amendment addresses a significant community need for additional Level 3 group home placements for minors with behavioral, emotional, and mental health needs. Many families, care coordinators, and agencies experience

difficulty locating safe, structured, and therapeutic placements for youth who require a higher level of supervision and support.

The Level 3 group home will provide a stable and supportive environment for minors ages 517 who need individualized care, behavioral support, life skills development, and consistent supervision. The program will help reduce placement disruptions, support family involvement when appropriate, and provide youth with access to community resources, education, and therapeutic services.

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 use is appropriate for the zoning district because it supports community-based residential services and promotes the health, safety, and welfare of youth in need of supportive housing and behavioral services. The operation of the group home will have minimal impact on surrounding properties, traffic, and public services, while contributing a needed community resource within the area.

In addition, the property is suitable for this use due to its access to schools, healthcare providers, community resources, and transportation, which are important for meeting the needs of minors placed in care. The amendment will allow the property to be used in a manner that benefits both the residents of the home and the greater community.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
Resident prop

F) State the extent to which the proposed amendment might encourage premature development.:
It won

G) State the extent to which the proposed amendment results in strip-style commercial development.:
It wont , an adjacent property it SF10

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.:
It wont, an adjacent property SF10

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

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

Primary Contact Information

Project Owner
Naphasorn Reyes
BLC Group Home
3501 Castlefield Lane
Fayetteville, NC 28306
P:641-426-3956
KAL_management@outlook.com

Project Contact - Agent/Representative
Naphasorn Reyes
BLC Group Home
3501 Castlefield Lane
Fayetteville, NC 28306
P:641-426-3956
KAL_management@outlook.com

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

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 Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State General Contractor's License Number:

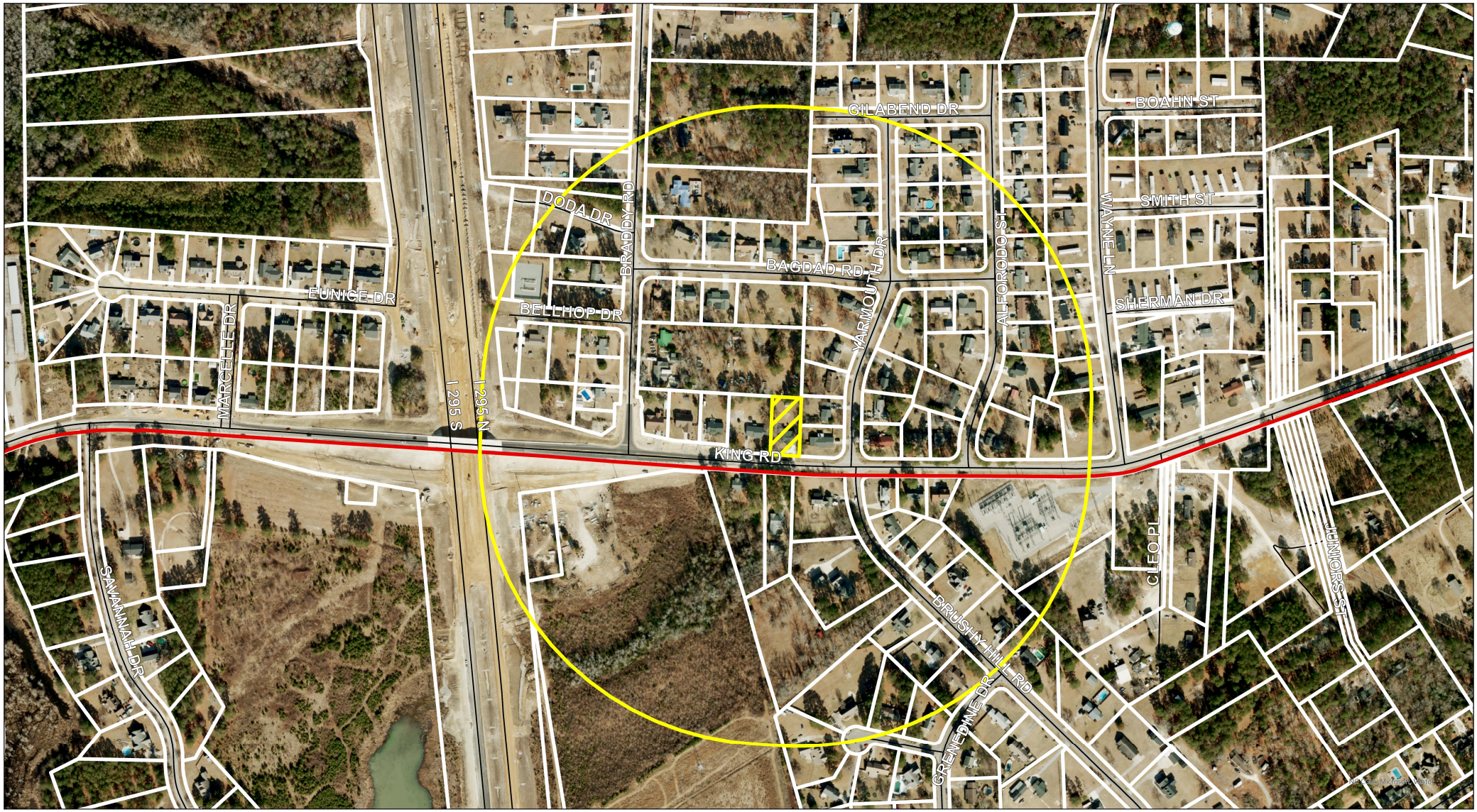
NC State Mechanical Contractor's #1 License Number:

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:



Aerial Notification Map

Case #: P26-25

Request: AR to SF-15
Location: 8424 King Road
(9484886353000)

City Boundary

Streets

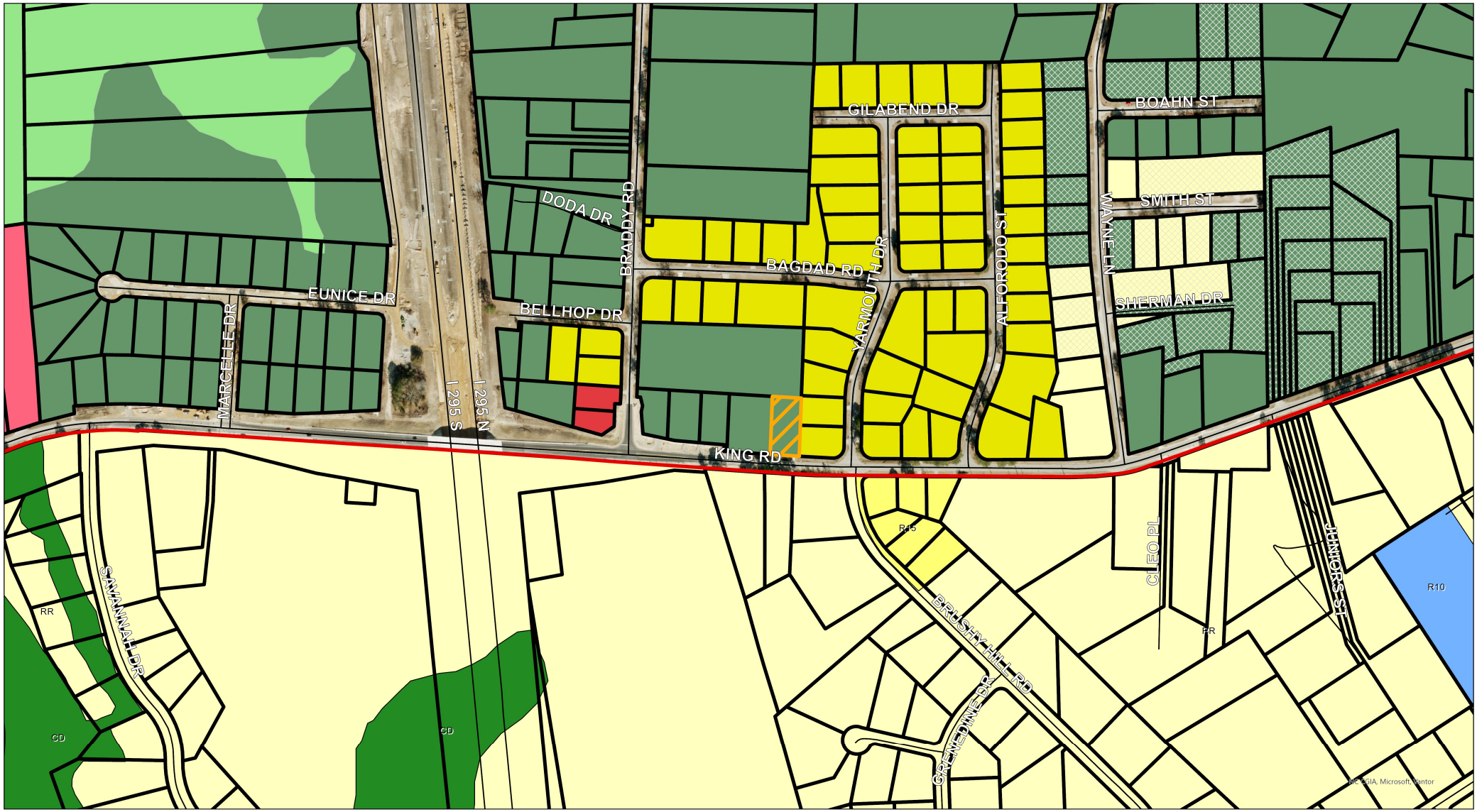
P26-25

P26-25 Buffer

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N

FAYETTEVILLE
AMERICA'S CAN DO CITY



Zoning Map

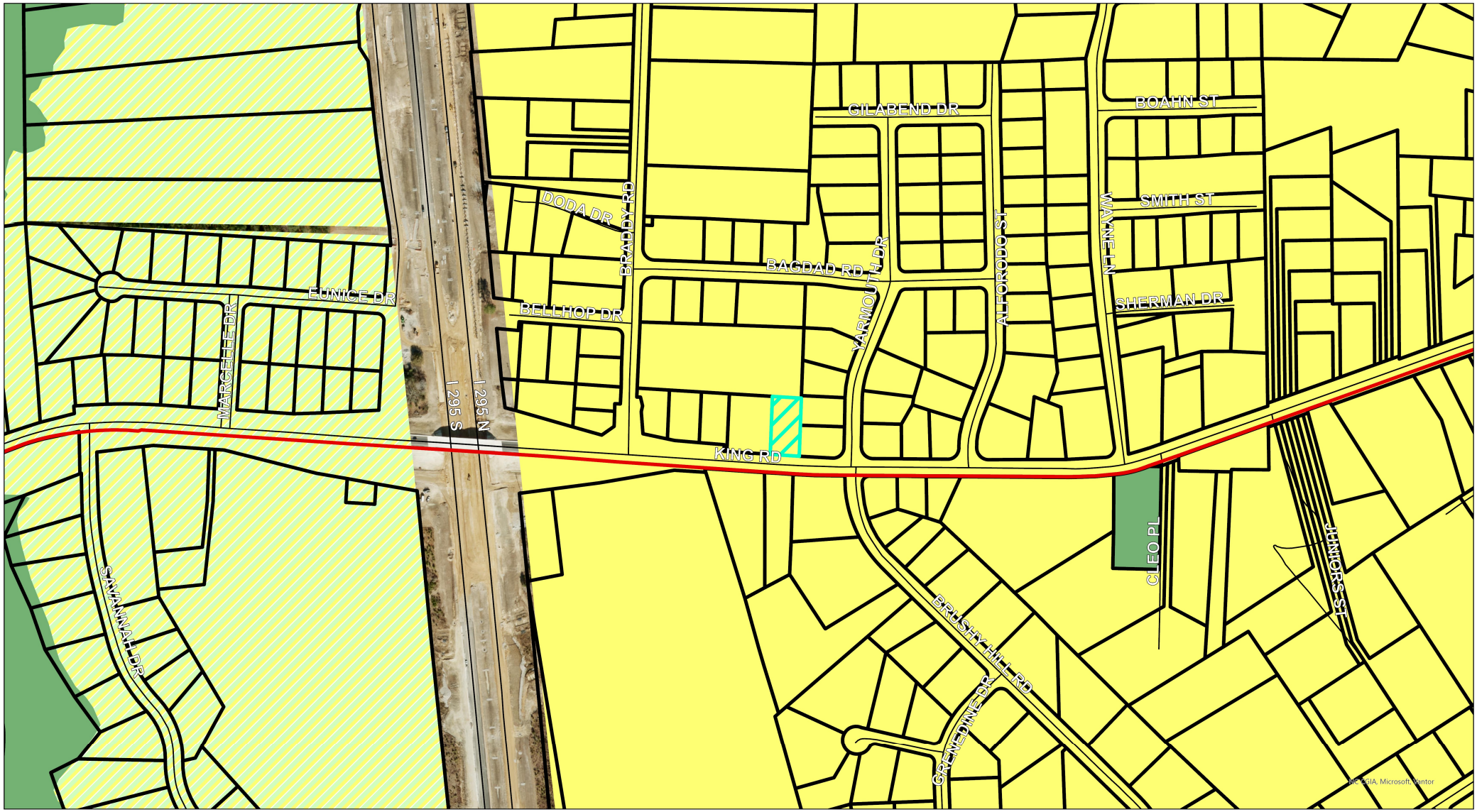
Case #: P26-25

Request: AR to SF-15
Location: 8424 King Road
(9484886353000)

- AR - Agricultural-Residential
- AR/MHO - Agricultural-Residential Manufactured Home Overlay
- CD - Conservation District
- LC - Limited Commercial
- NC - Neighborhood Commercial
- SF-6 - Single-Family Residential 6
- SF-6/MHO - Single-Family Residential 6 Manufactured Home Overlay
- SF-15 - Single-Family Residential 15
- CD,
- R10,
- R15,
- RR,
- City Boundary
- Streets
- P26-25

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N



Zoning Map

Case #: P26-25

Request: AR to SF-15

Location: 8424 King Road (9484886353000)

City Boundary

PARKOS - PARK / OPEN SPACE

OSS - OPEN SPACE SUBDIVISIONS

LDR - LOW DENSITY

Streets

P26-25

Letters are being sent to all property owners within the 1000' buffer. Subject Property is shown in the hatched pattern.

N

FAYETTEVILLE

AMERICA'S CAN DO CITY

Subject Property

Surrounding Properties

Adjacent - Left

Across

Adjacent - Right

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. § 160D-604 and § 160D-605, the Zoning Commission determines that the proposed zoning map amendment in case P26-25 is consistent with the City of Fayetteville's Future Land Use Map as well as the Comprehensive Plan and Strategic Plan.

The following analysis reviews the proposed amendment in relation to the goals and policies of the Future Land Use Map, Comprehensive Plan, and Strategic Plan following the Commission's established review format.

Consistency

1. **STRATEGOC PLAN GOALS**

GOAL(S)	CONSISTENT	INCONSISTENT
Goal II: Responsive City Government Supporting a Diverse & Viable Economy (Objectives 2.3) • In Level III Group Homes staff must be licensed and always present. This means that well paid and local professionals who specialize in such work will be employed and contribute to the local economy.	X	
Goal III: City Investment in Today & Tomorrow (Objective 3.2) • Locating suitable placement for a Level III Group Home is difficult and conversion of an existing home with appropriate space while keeping the property residentially zoned will save on land used and make reconversion back to standard residential use seamless.	X	
Goal IV: Desirable Place to Live, Work, & Recreate (Objectives 4.2 & 4.6) • A Level III Group Home provides a stable and supportive environment for minors who need individualized care, support, and development that will prepare them better for adult life. This can provide previously unavailable enrichment opportunities and help prevent future homelessness. Goal VI: Collaborative citizen & business engagement base (Objective 6.1) • A group home requires licensure from the NC Department of Health Service Regulation (DHSR), program accreditation, and a Letter of Support from a local management entity to operate. It will also require inspections from local government to ensure compliance and a suitable environment.	X	

2. FUTURE-LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-3: Encourage redevelopment along underutilized strip corridors and reinvestment in distressed residential neighborhoods (Objective 3.2). • Rezoning from AR to SF-15 will enable an array of different housing options including duplexes and Group Homes (Small).	X	
LU-4: Create well-designed and walkable commercial and mixed-use districts (Objectives 4.2) • Group Homes and Therapeutic Homes are recommended to be within a quiet and residential context for the health, safety, and development of residents within the home. The area is a quiet residential area on the edge of the city.	X	
LU-6: Encourage Development Standards that result in quality neighborhoods (Objectives 6.1 & 6.2) • The request keeps the property within a residential zone and context while providing access to quality temporary housing and services to needful youth whom are non-violent and non-threatening.	X	
LU-7: Encourage a mix of housing types for all ages and incomes (Objectives 7.1, 7.3, and 7.4) • The request enables a variety of housing types to be developed outside of the Group Home context. Level III Group Homes focus on children and adolescents and are subject to both state and city level requirements that require proper upkeep and maintenance of the property.	X	

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

X	The requested map amendment is consistent or aligns with the area's designation on the FLUM	OR		The requested map amendment is **NOT** consistent or **DOES NOT** align with the area's designation on the FLUM
X	As requested, the proposed designation would permit uses complementary to those existing on adjacent tracts.	OR		As requested, the proposed designation would permit uses incongruous to those existing on adjacent tracts.

Reasonableness

The proposed zoning map amendment of AR to SF-15 is both reasonable and in the interest of the public. It supports the policies of the Comprehensive and Strategic Plans because: [select all that apply]

X The size, features, and other conditions of the site support the request and potential use cases.

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

X The proposed use addresses the needs of the area by enabling child and adolescent care services.

X The proposal promotes orderly development by aligning with surrounding land uses.

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

X Improves net total consistency with the Future Land Use Map and Comprehensive Plan.

X Improves the net health and safety of the community.

X Preserves environmental and/or cultural resources.

X Facilitates desired development such as infill and/or in an infrastructure-served area.

X Provides needed housing/commercial area.

Additional comments:

June 9, 2026
Date

Chair Signature

Robert K. Hight
Print

City of Fayetteville

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

City Council Action Memo

File Number: 26-0466

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A8

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

THRU: **Jodi Phelps - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director
Jennifer C Baptiste, CZO - Planning & Zoning Division Manager

FROM: **Craig Harmon, Senior Planner**

DATE: **August 10, 2026**

RE:

Approve P25-54: A request to rezone property at 2002 Hope Mills Rd (0416122757000), consisting of 0.24 acres and owned by Isauro Ramirez and Migdal Perez Sanchez from Single Family Residential 10 (SF-10) to Neighborhood Commercial (NC). (Tabled from November 12, 2025)

COUNCIL DISTRICT(S):

District 5 - Lynne Greene

Relationship To Strategic Plan:

The proposed reclassification from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial) advances the City's FY2025 Strategic Plan by promoting context-appropriate, infrastructure-efficient mixed-use and neighborhood-scale commercial development on a serviced infill tract. The NC district allows small-scale retail, service, and office uses designed to serve surrounding neighborhoods-supporting economic resilience, corridor reinvestment, and long-term fiscal health.

Goal II - Diverse & Viable Economy

- Broadens the tax base by allowing commercial and mixed-use activity on already-serviced land, improving taxable value per acre relative to low-density residential patterns.
- Encourages private reinvestment and small-business growth through predictable zoning that supports neighborhood-serving enterprises.
- Maximizes use of existing streets and utilities, improving return on prior public infrastructure investments.

Goal III - Invested in Today & Tomorrow (Strategic Growth & Land Use)

- Directs reinvestment to an infill location contiguous with existing development and utility networks, reducing greenfield pressure and supporting compact, connected growth.
- Aligns with Comprehensive Plan objectives promoting neighborhood-scale commercial and service uses near established residential areas.
- Encourages integrated site design that provides shared access, landscaping, stormwater best-management practices, and pedestrian connectivity.

Goal IV - Live, Work, & Recreate (Neighborhood Revitalization & Housing Choice)

- Expands access to everyday goods and services within walking or short-drive

distance of existing homes, strengthening neighborhood self-sufficiency.
- Supports corridor vitality by adding small businesses and employment opportunities near residential areas.
- Advances complete-neighborhood principles by balancing residential, commercial, and civic uses within close proximity.

Goal VI - Collaborative & Trusted Government
- Advances transparent, predictable decision-making through a legislative rezoning that applies uniform, citywide standards for the NC district.
- Promotes interdepartmental coordination among Planning, Engineering, Stormwater, and Public Works to ensure capacity, access, and safety are addressed at site design and permitting stages.

Performance Indicators
- Net new commercial or mixed-use square footage on infill or serviced sites.
- Increase in taxable value per acre on the subject parcels over a 5-10-year horizon.
- Ratio of infill versus fringe development activity.
- Multimodal access metrics (sidewalk, block length, cross-access, transit adjacency).

Conclusion
The NC classification advances the City's FY2025 Strategic Plan by supporting small-scale, neighborhood-serving commercial development on a serviced infill site, strengthening the local tax base, enhancing corridor vitality, and leveraging existing infrastructure in a fiscally responsible and sustainable manner.

Executive Summary:
On June 9, 2026, this request received a unanimous (5-0) recommendation of approval by the Zoning Commission. This item was tabled for several months due to the owner having to travel out of the country. The item was placed back on the Commission agenda once the owner was available again.

This request seeks to rezone an approximately 0.24-acre property located at 2002 Hope Mills Road from its current residential zoning designation to Neighborhood Commercial (NC) to facilitate a transition to a small-scale, neighborhood-serving commercial or office use. The subject site, which presently contains an existing residential structure, is positioned along a well-traveled urban corridor with direct access to public water and sewer infrastructure and other municipal services.

The proposal envisions adaptive reuse of the existing building, allowing a modest commercial presence that complements surrounding development patterns while maintaining the residential character and scale of the area. Minimal site disturbance is anticipated, as the intent is to repurpose the existing structure rather than pursue full redevelopment. This approach supports the City's goals for infill reinvestment, efficient use of existing infrastructure, and context-sensitive corridor revitalization.

Background:
Owner: Isauro Ramirez & Migdal Perez Sanchez
Applicant: Isauro Ramirez & Zelidee Hernandez
Requested Action: Rezoning from **SF-10 (Single-Family Residential 10)** to **NC**

(Neighborhood Commercial)
REID #: 0416122757000
Property Address: 2002 Hope Mills Road, Fayetteville, NC
Status of Property: Developed with a single-family residence
Size: ±0.24 acres
Adjoining Land Use & Zoning

- **North:** SF-10 - Single-family residence
- **South:** OI (Office & Institutional) - Single-family structure utilized for office purposes
- **East:** OI - Single-family structures with a mix of small-scale commercial uses
- **West:** SF-10 - Lafayette Village Subdivision (single-family homes)

Notices Mailed: 151 property owners within a 1,000-foot radius
Proposal Overview
This request seeks to rezone a ±0.24-acre parcel located at 2002 Hope Mills Road from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial) to allow the adaptive reuse of an existing single-family structure for low-intensity commercial or office purposes.
The site lies along a major urban corridor with direct access to public water and sewer infrastructure, making it well-positioned for a small-scale commercial transition that complements adjacent land uses. The intent is to retain and repurpose the existing building, limiting site disturbance and preserving the established residential scale and character of the area while introducing a more flexible, neighborhood-serving land use. This modest intensification supports the City's goals for infill redevelopment, efficient use of existing infrastructure, and corridor revitalization, while providing new opportunities for local businesses or professional offices in a setting that maintains compatibility with nearby homes.
Land Use Plan Consistency
Under the 2040 Comprehensive Plan: Future Land Use Map & Plan (adopted May 26, 2020), the subject property is designated Office/Institutional (O/I). This classification is intended to accommodate medium-intensity nonresidential uses, including offices, medical or professional services, educational facilities, and light institutional functions. The proposed Neighborhood Commercial (NC) zoning aligns with this designation by allowing low- to moderate-intensity commercial uses that serve nearby neighborhoods, provide employment and service opportunities, and function as a compatible transitional district between residential areas and larger commercial or institutional zones. The property's access to public utilities, corridor frontage, and adjacency to existing O/I uses further reinforce the site's suitability for this zoning reclassification.

Issues/Analysis:
The property at 2002 Hope Mills Road is part of the Lafayette Village Subdivision, originally developed for single-family residential use. As the Hope Mills Road corridor has gradually transitioned from primarily residential to a blend of neighborhood-scale commercial and office uses, this rezoning request represents a natural evolution. The applicant seeks to reclassify the property from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial) to allow the adaptive reuse of the existing home for small-scale commercial or professional office purposes. The proposed change would enable low-intensity commercial activity that complements the surrounding

development pattern and supports the City's goals for corridor revitalization and reinvestment.

Surrounding Context

The site lies within a transitional area where residential and neighborhood-serving commercial uses coexist:

- **North & West:** SF-10 - Detached single-family homes within the Lafayette Village Subdivision.
- **South:** OI - A single-family structure repurposed for office use, indicating a shift toward professional services.
- **East:** OI and SF-10 - A mix of homes and small businesses, illustrating gradual commercial adaptation along Hope Mills Road.

This pattern demonstrates a corridor in transition, with older residences being converted into low-impact commercial uses. The proposed rezoning aligns with that trend while maintaining compatibility with adjacent neighborhoods.

Rezoning Request

The applicant requests a straight rezoning from SF-10 to NC under the Unified Development Ordinance (UDO). The Neighborhood Commercial District is designed for small-scale, low-intensity retail, service, and office uses that primarily serve nearby residents without generating heavy traffic or disrupting neighborhood character.

All development under NC zoning must meet the UDO's design and buffering standards (Article 30-5) to ensure compatibility with surrounding properties. Larger commercial projects exceeding 2,500 square feet require a Special Use Permit, providing additional oversight. Residential or mixed-use opportunities are also encouraged to foster a walkable, neighborhood-oriented setting.

Land Use Plan Consistency

The 2040 Comprehensive Plan designates this area as Office/Institutional (O/I) -intended for medium-intensity nonresidential uses such as offices, small institutions, and neighborhood services. The proposed Neighborhood Commercial (NC) zoning is compatible with this designation, supporting modest commercial activity that complements surrounding OI and residential districts.

By repurposing an existing structure and utilizing existing public utilities, the proposal advances City objectives for infill development, adaptive reuse, and corridor revitalization with minimal environmental or infrastructure impacts.

Consistency and Reasonableness

The rezoning is consistent with the City's 2040 Comprehensive Plan and Unified Development Ordinance, promoting context-sensitive growth and efficient use of existing infrastructure. The request is reasonable given the site's location, surrounding land uses, and established transition toward neighborhood-scale commercial development.

Conclusion

The proposed rezoning of 2002 Hope Mills Road from SF-10 to NC represents a logical, low-impact step in the ongoing transformation of the Hope Mills Road corridor. By enabling the reuse of an existing home for small-scale commercial or office purposes, the request balances neighborhood preservation with economic vitality and supports the City's long-range vision for strategic, compatible growth.

Budget Impact:

Rezoning the property from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial) does not, in itself, appropriate public funds or commit the City to new spending. Fiscal effects are realized only when a project is approved, permitted, and constructed. Given the property's infill location, existing service connections, and limited redevelopment scope, the near- to mid-term fiscal impact is expected to be neutral to modestly positive for the City's General Fund.

Most costs associated with redevelopment-such as site improvements, utility connections, and driveway modifications-will be borne by the private developer, with additional participation from enterprise funds (e.g., water, sewer, and stormwater) where applicable.

Revenue Effects

Over time, conversion from low-density residential to small-scale commercial use is anticipated to increase taxable value per acre, as Neighborhood Commercial properties typically generate higher assessed valuations than detached residential lots of similar size. This uplift will produce a modest but sustained increase in ad valorem revenues.

Incremental business activity on the site may also generate secondary fiscal benefits, including elevated local sales and use tax receipts, vehicle taxes, and potential business license revenues.

The Stormwater Utility will experience a minor increase in billing, measured in Equivalent Residential Units (ERUs), corresponding to any new impervious surfaces such as parking or driveway areas. However, required on-site stormwater best management practices (BMPs)-reviewed and enforced at the site plan stage-will mitigate runoff and limit added burdens to the public drainage system.

One-time revenues will be collected through development-related fees, including plan review, zoning compliance, and building permits. Water and sewer system development charges and connection fees-administered by the utility-are not General Fund revenues but do offset system capacity and extension costs, helping reduce the need for public capital expenditures.

Expenditure Considerations

Operating expenditures for public safety, code compliance, and general city services are expected to scale minimally with the proposed commercial reuse, as the Neighborhood Commercial District supports low-intensity, neighborhood-serving uses rather than high-traffic retail or industrial activity.

Service delivery efficiencies are enhanced by the site's proximity to existing fire, police, and sanitation routes, minimizing incremental operating costs.

Transportation impacts will be addressed through standard access management practices, including potential frontage improvements, turn lanes, or multimodal enhancements at the driveway permitting and engineering review stages. These improvements are typically developer-funded and coordinated with the City and, where applicable, NCDOT.

If any public infrastructure (such as sidewalks, curb/gutter, or drainage facilities) is dedicated to the City, the municipality would assume routine maintenance responsibilities thereafter. Stormwater-related costs would remain limited to public conveyances integrated into the existing system and any downstream facilities already maintained by the City.

Administrative and Capital Costs

The rezoning request does not trigger any immediate City capital project. Utility

capacity, access easements, and off-site improvement requirements will be addressed through the Technical Review Committee (TRC) and permitting processes prior to development approval.
Administrative costs associated with the rezoning-such as mailed notifications to 151 property owners, required newspaper advertisements, and staff review-are minor and absorbed within existing departmental appropriations.

Overall Fiscal Outlook

Taken together, the fiscal profile of the proposed SF-10 to NC rezoning is neutral in the short term (prior to any construction) and expected to become modestly positive once the adaptive reuse project is completed and occupied.
As the structure transitions from residential to commercial use, property tax revenue, utility billing, and fee collections will rise modestly while ongoing service costs remain low due to the site's infill location and existing infrastructure. The result is a fiscally sustainable, low-impact land use change that strengthens the local tax base, supports corridor reinvestment, and contributes to long-term financial resilience for the City.

Options:

1. Approval of the Request (Recommended Action)

Motion to approve the rezoning of the property from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial), based on the evidence and information presented by staff and the applicant.

The City Council finds that the proposed map amendment is **consistent with the Future Land Use Plan** and advances the City's adopted goals for compatible, infrastructure-efficient growth, as detailed in the attached **Consistency and Reasonableness Statement**.

2. Approval to a More Restrictive Zoning District

Motion to approve the rezoning of the property to a more restrictive zoning classification than requested, based on the evidence and information presented.

The City Council finds that the revised zoning designation would remain **consistent with the Future Land Use Plan** and associated policy objectives, as reflected in an **amended Consistency and Reasonableness Statement**.

3. Denial of the Request

Motion to deny the rezoning of the property from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial), based on the evidence and information presented.

The City Council finds that the requested map amendment is **inconsistent with the Future Land Use Plan** and does not adequately advance the City's adopted land use or strategic growth policies.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommends that the City Council move to APPROVE the proposed map amendment from SF-10 (Single-Family Residential 10) to NC (Neighborhood Commercial) based on the following findings:

- Consistency with Adopted Plans:

The proposed zoning map amendment is consistent with the City's Future Land Use Plan (FLUP) and aligns with the guiding principles of the Unified Development Ordinance (UDO). The request supports the City's vision for

strategic, well-coordinated growth by encouraging the adaptive reuse of existing structures and promoting small-scale, neighborhood-serving commercial activity within the urban service area.

- Compatibility with Surrounding Development:

The Neighborhood Commercial (NC) district allows for low-intensity, context-sensitive commercial and office uses that are compatible with the existing development pattern along Hope Mills Road. The request represents a logical extension of nearby commercial zoning, providing a smooth transition between residential neighborhoods and existing office or institutional uses, while maintaining the area's overall character and scale.

- Advancement of Public Interests:

The proposed rezoning will not result in adverse impacts to public health, safety, or general welfare. The site is adequately served by existing public infrastructure, including water, sewer, and transportation networks, and redevelopment under the NC classification will be subject to all applicable site design, buffering, and compatibility standards outlined in the UDO. Collectively, these provisions ensure that any future use of the property will be orderly, attractive, and sustainable.

Attachments:

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

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

Project Overview #1877899

Project Title: 2002 Hope Mills Rd
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 2002 HOPE MILLS RD (0416122757000)
Zip Code: 28304

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

GIS Verified Data

Project Address: 2002 HOPE MILLS RD

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: COMMERCIAL USE
Acreage to be Rezoned: .24
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:
N/A

B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
requesting for land to be zoned for commercial use. To the left of the property a hair salon is located as well as office use. Down the entire street business usage. To the right is residential.

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.:
this will continue to provide business opportunities along Hope Mills Rd as most of Hope Mills Rd is being utilized in a commercial scale

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

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
provide a ethnic convenient store as there is none near

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.:
Majority of the area to the left and right are in commercial use

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
Commercial usage aligns with the business development off on Hope Mills Rd

F) State the extent to which the proposed amendment might encourage premature development.:
with the commercial changes happening it would not be a premature development

G) State the extent to which the proposed amendment results in strip-style commercial development.:
It would align with the other business in the area as majority of the area is commercial

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, as the adjacent lots to the left are already zoned for commercial use. Converting this residential lot to commercial use would create continuity with the surrounding zoning pattern and support a more cohesive land use along this section of the street.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:
Property value would increase to the businesses nearby

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:
Currently no adverse impact will be made

Primary Contact Information

Project Owner
Isauro Ramirez

2002 Hope Mills Rd
Fayetteville, NC 28304
P:910-988-0025
ramirezisauro786@gmail.com

Project Contact - Agent/Representative
Zelidee Hernandez

1642 Greenock Ave
Fayetteville, NC 28304
P:8325923850
zelideehernandezrealty@gmail.com

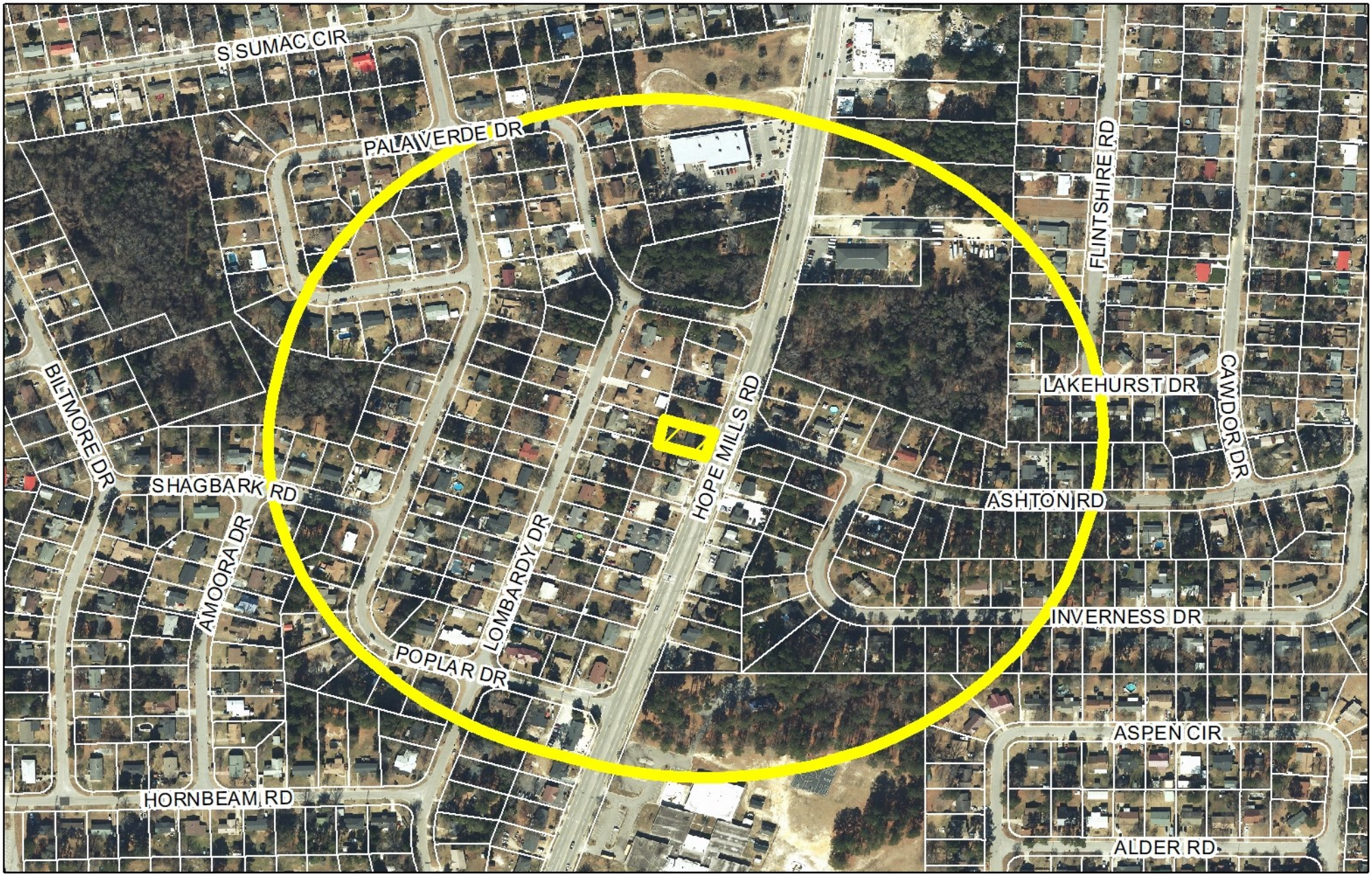
Indicate which of the following project contacts should be included on this project:

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 Electrical Contractor #1 License Number:
NC State Electrical Contractor #2 License Number:
NC State Electrical Contractor #3 License Number:

NC State General Contractor's 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:



Aerial

Case #: P25-54

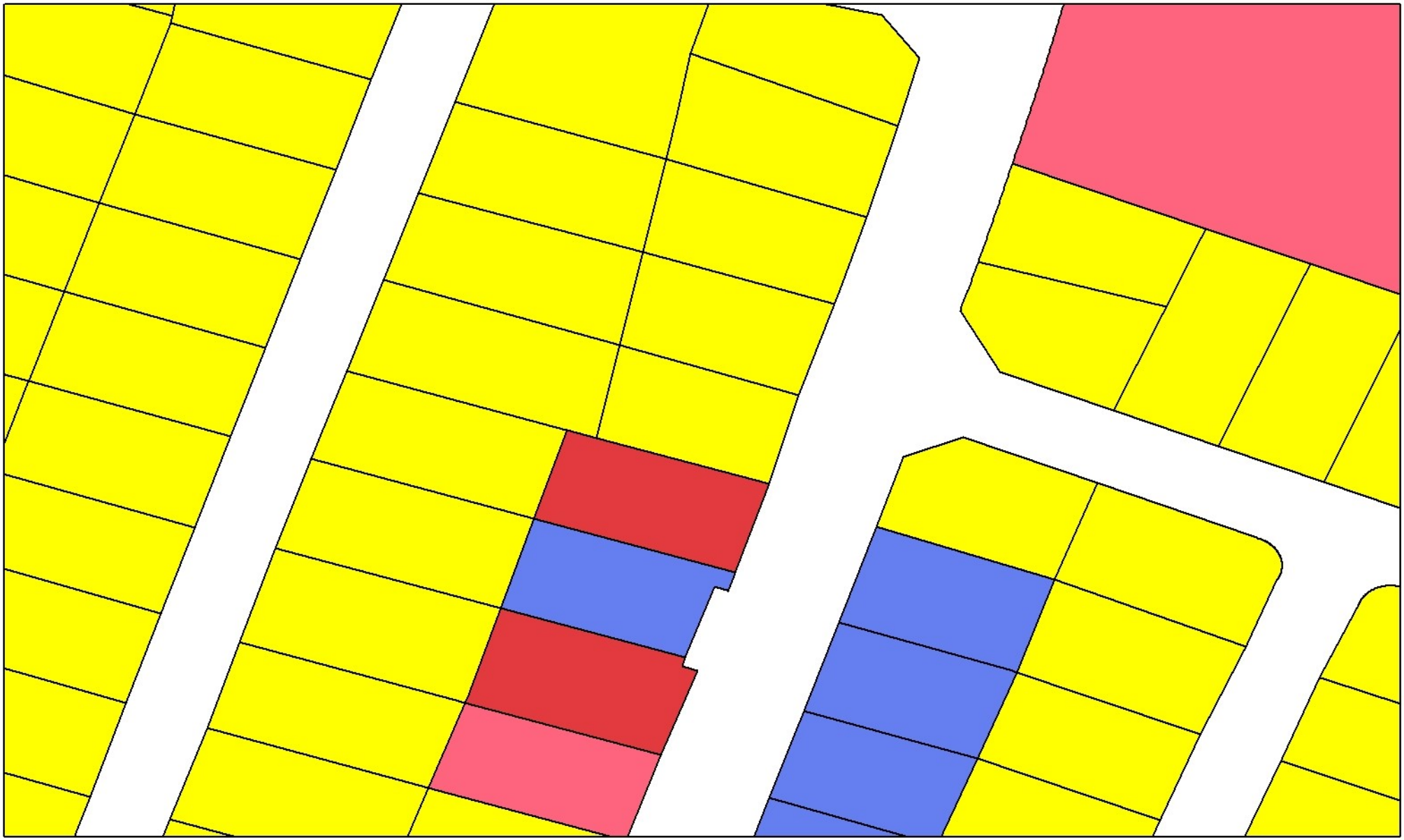
REQUEST: Rezoning SF-10 to NC

LOCATION: 2002 Hope Mills Rdt

1,000 Foot Notification Area

N

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



Zoning

Case #: P25-54

LC - Limited Commercial

NC - Neighborhood Commercial

OI - Office & Institutional

SF-10 - Single-Family Residential 10

Letters are being sent to all property owners within the 1000' buffer. Subject property is shown in the hatched pattern.

REQUEST: Rezoning SF-10 to NC

LOCATION: 2002 Hope Mills Rdt

N

Future Land Use
Case #: P25-54

City Boundary
LDR - LOW DENSITY
CSR - COMMERCIAL STRIP REDEVELOPMENT
OI - OFFICE / INSTITUTIONAL

Letters are being sent to all property owners within the 1000' buffer. Subject property is shown in the hatched pattern.

REQUEST: Rezoning SF-10 to NC

LOCATION: 2002 Hope Mills Rdt

N

AYETTEVILLE NC

Subject Prope

AYETTEVILLE NC

Surrounding Propert

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. §§160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case **P25-54** 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 site is serviced by public water/sewer.	X	

• Goal 2: Promote compatible economic and commercial development in key identified areas.
  ○ LI/CZ zoning in an established corridor.
• Goal 3: Encourage infill/redevelopment where services exist.
  ○ The eliminates split zoning into unified zoning.
• Goal 4: Foster safe, stable, and attractive neighborhoods.
  ○ Neighborhood compatibility is addressed through required buffering/height transitions at permitting.
• Goal 5: Preserve and enhance environmental features.
  ○ No sensitive features are identified; compliance will be ensured at the TRC/site plan.
• Goal 6: Capitalize on major institutions through compatible land use
	X
	X
	X
	X
	X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-1 (Strategic, infrastructure-served growth) – Directs growth to serviced nodes; discourages leapfrog extensions.	X	
LU-1.6 (Infrastructure concurrent with development) – Any needed extensions reviewed via standard processes.	X	
LU-2 (Targeted economic development in Employment/Industrial Areas)	X	

3. The proposed amendment is consistent with the Future Land Use Map as follows:
   - **Text Consistency:** The proposal aligns with FLU goals/policies to focus employment uses in service corridor. **Consistent.**
   - **Map Consistency:** The site lies within the **Employment Center (EC).**

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the policies of the Comprehensive Plan as stated above **and** the Strategic Plan (Goal II: diverse tax base) as stated in the Staff Report, and because:

X The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community by curing a split-zoned, nonconforming condition on a small infill lot.

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

X The proposed uses address the needs of the area and/or the City by enabling compliance and modest reinvestment in an existing commercial corridor.

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 (anticipated neutral-to-modestly positive near-term fiscal outlook)

____ Preserves environmental and/or cultural resources.

X Facilitates a desired kind of development (light-industrial/employment reinvestment in a serviced corridor).

X Provides a needed **employment/industrial** area.

Additional comments, if any (write-in):

November 12, 2025
Date

Vice-Chair Signature

Print

City of Fayetteville

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

City Council Action Memo

File Number: 26-0346

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A9

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

THRU: **Michael Gibson, Interim Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**

DATE: **August 10, 2026**

RE:
Authorization to Execute a Professional Service Contract for the Design of College Lakes Dam Improvements

COUNCIL DISTRICT(S):
1

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community
Goal 3: High-Quality Built Environment
Goal 4: Desirable Place to Live, Work, and Recreate

Executive Summary:
Council is requested to authorize the execution of a $1,658,000 professional services contract for the design of the College Lake Dam Improvements.

This qualification-based selection of Schnabel Engineering South, PC utilizes the City's On-Call Professional Engineering Services for Dam-Related Projects.

Background:
College Lake Dam is a City maintained dam that is currently in a breached condition, with the original spillway having been modified to function as a culvert, thereby preventing the impoundment of water behind the structure. Following damage sustained during Hurricane Florence in 2018, repairs were recommended to address the immediate deficiencies. The *Post-Hurricane Florence Dam Assessments Memorandum* (2018) identified two long-term alternatives for the City's consideration:

1. **Fully breach or remove the dam.** This alternative would eliminate the operational costs and risks associated with maintaining the dam but would require downstream mitigation improvements to address the resulting hydraulic impacts.
2. **Redesign and reconstruct the dam.** This alternative would require construction of a spillway configuration that complies with North Carolina Dam Safety regulations, including the ability to safely pass the one-third Probable Maximum Precipitation (1/3 PMP) design storm.

Subsequent hydraulic and watershed analyses were completed as part of the Carvers Creek Watershed Study. The study findings were presented to City Council during the

April 7, 2025, Work Session, where Council reached consensus directing staff to proceed with a project to rehabilitate College Lake Dam as a dry detention dam that complies with current North Carolina Dam Safety requirements. Funding for the planning, design, and implementation of this project was appropriated in the FY2026 and FY2027 budgets.

Issues/Analysis:

Fully breaching the dam would eliminate the operational costs and risks associated with continued ownership and maintenance of the facility. However, this alternative would result in increased downstream flooding impacts to roadways and adjacent properties, requiring mitigation measures to offset the additional flood risk.

Several downstream mitigation alternatives were evaluated, including culvert capacity improvements and the construction of floodplain storage. Each alternative was analyzed based on hydraulic performance, constructability, environmental considerations, and planning-level cost estimates to identify the most practical and economically feasible solution.

For the dam rehabilitation alternative, a conceptual spillway configuration was developed for College Lake Dam to satisfy North Carolina Dam Safety requirements, including the ability to safely pass the required design storm. The downstream hydraulic impacts of the proposed dry dam were evaluated using the same performance metrics applied to the fully breached alternatives to provide a consistent comparison. A planning level construction cost estimate was also developed based on preliminary geotechnical investigation and soil boring results.

Based on the engineering analysis, the rehabilitation of College Lake Dam as a dry detention dam was determined to be the most cost-effective long-term alternative. This option achieves compliance with current North Carolina Dam Safety requirements while minimizing downstream flooding impacts and avoiding the substantially higher costs associated with the downstream mitigation improvements that would be required if the dam were permanently breached.

Budget Impact:

There is no impact on the General Fund. Funding for this professional service contract is utilizing Stormwater Enterprise funds appropriated from the FY2026 & FY2027 budgets.

Options:

1. Authorize the execution of a professional services contract in the amount of $1,658,000 for the design of the College Lake Dam Improvements to the consulting firm Schnabel Engineering South, PC.

2. Do not authorize the execution of a professional services contract in the amount of $1,658,000 for the design of the College Lake Dam Improvements to the consulting firm Schnabel Engineering South, PC and provide further direction to staff.

Recommended Action:

Council authorizes the execution of a professional services contract in the amount of $1,658,000 for the design of the College Lake Dam Improvements to the consulting firm Schnabel Engineering South, PC.

Attachments:

WA #1_SESPC_College Lake Dam

CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
SCHNABEL ENGINEERING SOUTH, P.C.
July 1, 2026

In accordance with the Professional Services Agreement (Agreement) dated February 13, 2026, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Schnabel Engineering South, P.C. (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:

COLLEGE LAKES DAM IMPROVEMENT PROJECT

This contract authorizes the Scope of Work shown in Exhibit A, which is hereby attached and incorporated herein by reference. This will be for the hours per task shown in Exhibit A in the not to exceed amount shown below.

Funding Mechanism: Stormwater Enterprise Fund

Division/Department Representing the City: Stormwater/Public Services

Project will be managed by the Engineering Division of the Department of 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 follows:

As defined in attached Exhibit A Scope of Work

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 change 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 follows:

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 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 $1,658,000. 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 at Notice to Proceed and shall be complete by twenty four months following Notice to Proceed date.

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.** Article 5 of the Agreement shall govern and control all matters of indemnification applicable to this Work Authorization, and the terms of the Agreement shall prevail in the event of any conflict or inconsistency with this Work

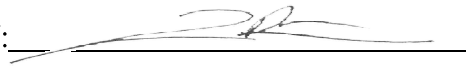
Authorization.

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:
SCHNABEL ENGINEERING SOUTH, P.C.

BY: 

PRINT: Jonathan M. Pittman

TITLE: Executive Vice President

DATE: July 2, 2026

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

Schnabel Engineering South, P.C.
11A Oak Branch Drive / Greensboro, NC 27407
O 336.274.9456
schnabel-eng.com

July 1, 2026

Mr. Maxwell Matthews
Engineering Project Manager
Public Service Department
City of Fayetteville
433 Hay Street
Fayetteville, North Carolina 28301

Subject: **Exhibit A: Proposal for Engineering Services for College Lake Dam Retrofit, RFQ# COF1516975, Fayetteville, North Carolina, Schnabel Project No. 25210037.001**

Dear Mr. Matthews:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) appreciates the opportunity to provide you with this proposal for the College Lake Dam (CUMBE-061) Retrofit Design, located in Fayetteville, North Carolina. This proposal has been provided in accordance with the Request for Qualifications – On Call Professional Engineering Services for Dam Related Projects, Number COF1516975, dated September 7, 2025; our qualification package dated October 7, 2025; and our teleconference held on January 14, 2026.

This proposal includes our scope, fees, and schedule to complete the Evaluation of Existing Conditions and Review of Proposed Retrofit Alternative, Preliminary Design, Final Design, and Permitting. A second proposal will be developed after the completion of Final Design, which will include our services for Pre-Construction (Bidding) and Construction Support. Phasing the project this way will allow us to provide the City of Fayetteville (City) with more accurate pricing for the post-design scope based on how the design progresses and the associated estimated construction schedule.

This scope, fees, and schedule for the services described herein are based on several assumptions. Although the list of assumptions included herein are considered to be thorough, unforeseen changes and circumstances may occur during the course of the project. Should any required out-of-scope work be identified, the City will be notified in a timely manner and authorization obtained prior to performing any out-of-scope work.

Frequent communication and coordination between Schnabel, the City, and other project stakeholders will be key to a successful project. As such, this proposal includes scope and fees for multiple design review and coordination meetings as outlined under each task below.

1.0 PROJECT DESCRIPTION

College Lake Dam (CUMBE-061) is an earthen embankment dam located in Fayetteville, North Carolina. According to the North Carolina Department of Environmental Quality (NC DEQ) Dam Safety Inventory, the dam is approximately 565 feet long and 20 feet tall and is regulated as a small sized, high hazard dam. The dam was constructed in 1963 to serve as a recreational amenity for the surrounding community. According to Google Earth historical aerial imagery, the reservoir was drained between 1993 and 1999. The City took ownership of the dam in 2002, and the lake has been maintained in a drained condition.

In 2019, the City planned to decommission the dam as part of the City's Dam Preservation Program. A representative from Schnabel performed a site visit to the dam on November 6, 2019, and observed that the principal spillway riser had been removed, leaving the 48-inch corrugated metal pipe (CMP) outlet conduit as the hydraulic controlling structure, which is highly susceptible to clogging. Additionally, there are small and large trees present on the upstream and downstream slopes of the embankment, areas of sparse vegetative cover, and areas of significant erosion on the embankment crest and slopes.

According to the College Lake Dam Analysis Memorandum from Kimley-Horn and Associates, Inc (Kimley-Horn), dated May 2025, the dam does not have adequate capacity to pass the design storm (1/3 Probable Maximum Precipitation) for small sized, high hazard dams, per NC DEQ Dam Safety Regulations. However, as part of the Carvers Creek Watershed Master Plan, Kimley-Horn identified that the structure could provide benefits if retrofitted to function as a dry pond for flood-control purposes. The proposed retrofit alternative for the dam included a 20-foot high embankment with three horizontal to one vertical (3H:1V) upstream and downstream slopes, construction of a new spillway system consisting of a cast-in-place concrete riser and a reinforced concrete pipe (RCP) conduit through the dam, and installation of dam overtopping protection to protect the embankment for storm events up to and including the 1/3 Probable Maximum Precipitation (PMP).

The City contacted Schnabel and its subconsultants to develop a retrofit design for the dam to bring the dam into compliance with current NC DEQ Dam Safety requirements. Additional objectives of the proposed modifications include maintaining the existing level of flood protection to the downstream watershed and, to the extent practical, limiting impacts to the existing wetlands upstream of the dam.

2.0 OBJECTIVE

The objective of the project is to provide engineering design services to retrofit College Lake Dam to operate as a dry pond for flood control purposes while meeting current NC DEQ Dam Safety Regulations. Our proposed scope of services to achieve this objective has been divided into the four tasks listed below:

- Task 1 – Evaluation of Existing Conditions
- Task 2 – Review of Proposed Retrofit Alternative and Preliminary (30%) Design
- Task 3 – Detailed (90%) Design, Easement Acquisition Support, and Final (100%) Design
- Task 4 – Permitting

The services, described below in more detail, will be performed in general accordance with the requirements of NC DEQ Dam Safety and under the supervision of a Professional Engineer licensed in North Carolina.

3.0 PROJECT TEAM

Schnabel has assembled a highly qualified multidisciplinary team with the technical depth, local knowledge, and specialized expertise required to successfully complete the College Lake Dam Retrofit project. Our team includes Kimley-Horn and WithersRavenel as subconsultants and Parratt-Wolff, Inc. as our drilling subcontractor. This team brings complementary capabilities that strengthen the overall project delivery approach and ensure all project elements are addressed by subject-matter experts.

3.1 WithersRavenel (Role: Surveying and Easement Acquisition Support)

WithersRavenel of Raleigh, NC, will provide topographic and bathymetric surveying services as outlined in Section 4.1.2. In addition, WithersRavenel will assist with temporary and permanent easement acquisition, including preparation of sealed legal exhibits and descriptions as outlined in Section 4.3.4.

3.2 Parratt-Wolff, Inc. (Role: Geotechnical Drilling and Subsurface Investigation)

Parratt-Wolf, Inc. (PWI) of Hillsborough, NC, will perform the geotechnical drilling program as described in Section 4.1.3. As a regional leader in drilling and geotechnical field services, PWI brings specialized experience working on dam-related explorations throughout North Carolina. Their experience in drilling sampling and adherence to dam-safety drilling protocols will provide the subsurface data required to support the dam retrofit design.

3.3 Kimley-Horn (Role: Hydrologic/Hydraulic Engineering, Environmental Permitting, and Funding Support)

Kimley-Horn of Raleigh, NC, will serve in several key technical and environmental permitting capacities, including:

- Participation in and support of the site reconnaissance,
- Serving as Engineer of Record (EOR) for the hydrologic and hydraulic (H&H) analyses, associated design report sections, and design drawings for the College Lake Dam Retrofit;
- Serving as EOR for construction plans and specifications associated with the erosion and sediment (E&S) control plan and control-of-water concept;
- Leading the environmental assessment and assisting the City with securing required environmental permits, including the E&S permit; and
- Preparing the Operation and Maintenance Manual for the retrofitted dam.

4.0 SCOPE OF WORK

4.1 Task 1 – Evaluation of Existing Conditions

4.1.1 Review of Existing Information

Schnabel will coordinate with the City and NC DEQ Dam Safety to gather available existing data and technical documents for the dam, including As-Built drawings, design reports and calculations, inspection and investigation reports, and other applicable information. Schnabel and their subconsultants will review the available data to become familiar with the dam and to aid in the site investigations for the existing condition of the dam and preparation of an appropriate remediation design.

4.1.2 Site Reconnaissance and Survey

Two qualified representatives from Schnabel and one representative from Kimley-Horn will perform an initial site reconnaissance of the dam to observe the current condition of the structure and obtain additional information to aid in planning the topographic survey, wetlands delineation, and subsurface geotechnical investigation.

The topographic survey of the dam will be performed to confirm the general geometry and elevation of key features including the embankment, abutments, spillway system and areas downstream of the dam. Bathymetric surveying will be performed immediately upstream of the dam to support the hydrologic and hydraulic analyses and to provide the basis for designing the proposed spillway system. Horizontal coordinates for this project will reference the North American Datum of 1983 (NAD 83) and vertical elevations will reference the North American Vertical Datum of 1988 (NAVD 88). Survey coordinates will be provided in U.S. Survey Feet. The proposed extents of the topographic survey are shown on Figure 1. Schnabel will meet on-site with WithersRavenel to coordinate and confirm the appropriate site features to be surveyed. Schnabel will also contract with WithersRavenel to survey the as-drilled test boring locations after completion of the subsurface geotechnical investigation, as described in Section 4.1.3. The results of the survey will be used to support the engineering analyses and retrofit design.

4.1.3 Geotechnical Field Investigation, Laboratory Testing, and Reporting

The proposed investigation to support the College Lake Retrofit Design consists of:

- Performing five test borings and two auger probes with piezometers for the characterization of the embankment and foundation materials. The proposed boring and piezometer locations are shown in Figure 2. The locations, depths, and sampling intervals may be adjusted in the field based on the site conditions. A table summarizing the proposed borings including locations, depths, sampling, field in-situ testing, and termination criteria is provided as Attachment 1. Drilling and sampling will be performed by PWI, under the observation of a qualified field geologist or engineer from Schnabel and supervised by a Licensed Geologist or Professional Engineer registered in North Carolina.

- Perform soil drilling using hollow-stem augers. Methods that introduce fluid into the boring, such as mud rotary, will not be permitted. Standard Penetration Tests (SPTs) will be performed continuously through the soil strata at 24-inch intervals. Relatively undisturbed soil samples (Shelby Tubes) will be collected from select soil intervals within offset borings (auger probes). In

the event shallow obstructions are encountered below grade which cannot be penetrated with ordinary soil drilling equipment, the obstructed borings will be offset and re-drilled.

- If rock is encountered, Schnabel proposes to core up to 15 feet of rock below auger refusal using HQ triple tube wireline tooling. According to the Geologic Map of North Carolina (1985), the bedrock in the vicinity of the project site is Coastal Plain sedimentary rocks consisting of the Cape Fear Formation sandstone and sandy mudstone and the Middendorf Formation sand, sandstone. Before rock coring, PWI will drill temporary steel surface casing at least 1 foot into rock to protect the embankment and foundation soils from core water. Water from McPherson Creek will be used for drilling activities. Rock samples will be collected and stored in wooden core boxes. In-situ hydraulic conductivity (falling head) testing will be performed in select cored sections (possibly at B-01 and B-02).

- Installation of two permanent open standpipe piezometers, with stickup mount covers. The first one will be installed at the dam crest (B-01A) and the second one , at the downstream toe (B-101A). The piezometers will be used to evaluate the phreatic surface within the embankment and permeability of the embankment and foundation soils (by slug testing). The surface completions will include locks to deter public access to the piezometers. Borings that do not include piezometers will be backfilled with cement-bentonite grout upon completion.

- Perform hand augers to collect additional soil samples for material properties testing if insufficient material is retrieved from SPT and undisturbed sampling.

Schnabel will contact *North Carolina 811* at least 72 hours prior to PWI mobilizing to the site. *North Carolina 811* will contact the appropriate public utility companies (or their contract locators) to mark their utilities near the site. The public utility companies will not mark private utilities on a site. Private utilities include all utilities between the public utilities' metering devices and any existing facility on site; all storm and sanitary sewers on site; buried electric lines to light poles, signs or other electrical devices; irrigation lines; etc. Schnabel's subconsultant Johnson Mirmiran & Thompson, Inc., will locate private utilities within the proposed limits of the geotechnical investigation. The City should provide plans showing the locations of all known private utilities, to support this effort. Schnabel will not be responsible for damage or disruption of utilities or other subsurface features not indicated to us in advance.

Soil and rock samples will be temporarily stored at Schnabel's Greensboro, NC, office for 90 days following the submission of the Geotechnical Data Report at which point they will be discarded.

Select split-spoon samples and relatively undisturbed samples collected during the investigations will be tested at an accredited soils laboratory to be selected at the time of the investigation depending on subcontractor availability. The estimated quantities and types of laboratory testing are summarized below.

Table 4-1: Summary of Proposed Soil Laboratory Testing

Test Name	No. of Tests
Moisture Content (ASTM D2216)	24
Gradation (ASTM D422)	5
Atterberg Limits (ASTM D4318)	10
Gradation with Hydrometer (ASTM D6913)	5
Specific Gravity (ASTM D854)	5
One-Dimensional Consolidation, Method A (ASTM D2435)	2
Consolidated-Undrained Triaxial Shear Test with Pore Pressure Measurements, CU' (ASTM D2850)	2 sets of 3

4.1.4 Reporting

Deliverables associated with Task 1 include:

- A Site Reconnaissance Letter Report summarizing our observations and findings from the field visit, review of available information, and measurements (as appropriate). The report will include photographs taken during our site visit and a list of observed deficiencies.
- Topographic and bathymetric surveys with 1-foot contours, signed and sealed by a professional land surveyor licensed in the state of North Carolina. Survey point information (point name, northing, easting, and elevation) will be provided in a text file.
- A Geotechnical Investigation Report (GIR) including the following information:
    - Summaries of the field investigations, descriptions of the local and regional geology, boring location plans, boring logs, boring backfill records, soil and rock core photographs, subsurface profiles and other geologic and geotechnical data gathered to support the evaluation of existing conditions and retrofit design.
    - The results of laboratory testing performed.

4.1.5 Meetings

A total of eight biweekly meetings with the City have been included for this task to coordinate the various site visits, investigations, and discuss the associated deliverables. Task leaders will attend these meetings at the discretion of the Project Manager. For each meeting, an updated project schedule, agenda and meeting minutes will be prepared and provided to the City in PDF format.

4.2 Task 2 – Review of Proposed Retrofit Alternative and Preliminary (30%) Design

4.2.1 Hydrology

During this task, Kimley-Horn will update the upstream watershed hydrologic analysis (originally developed for the Carvers Creek Watershed Master Plan) using the NC DEQ Dam Safety statewide PMP study (May 2025). This includes updating the planning phase models and revising the hydrologic parameters (e.g., runoff curve numbers, lag time and time of concentration, watershed boundary delineation, rainfall data, and stage-discharge-storage relationships) used to evaluate the existing conditions and the proposed retrofit alternative.

Kimley-Horn will use the USACE Hydrologic Engineering Center – Hydrologic Modeling System (HEC-HMS) software to develop the necessary hydrologic loading information for the geotechnical, hydraulic, and structural analyses discussed below.

Kimley-Horn will prepare the hydrologic sections of the preliminary design report, summarizing their analyses and results. Calculation packages will be prepared and signed and sealed, as needed, for inclusion as attachments to the report.

4.2.2 Hydraulic Design and Proportioning

During this task, Kimley-Horn will update the hydraulic analyses performed as part of the Carvers Creek Watershed Master Plan to support the retrofit design and proportioning of the dam and spillway system. The updated analyses will also provide hydraulic loadings for the proposed geotechnical and structural analyses described below, as well as develop the outflows required for the dam overtopping protection design. These hydraulic analyses will be performed either using the HEC-HMS software mentioned under Section 4.2.1, the USACE Hydrologic Engineering Center River Analysis System (HEC-RAS) software, or a combination of these methods.

Corresponding sections of the preliminary design report will be prepared by Kimley-Horn, incorporating the results of their hydraulic analyses and design proportioning. Calculation packages will be prepared and signed and sealed, as needed, for inclusion as attachments to the report.

4.2.3 Review of Kimley-Horn Proposed Retrofit Alternative

Schnabel will review the College Lake Dam proposed retrofit alternative based on the results of the geotechnical investigation, topographic and bathymetric surveys, and the updated hydrologic and hydraulic analyses. A letter report summarizing the recommended modifications to the proposed retrofit alternative will be prepared and submitted to the City for review and approval prior to proceeding with the remaining preliminary design subtask outlined herein.

An optional in-person meeting with the City is included in this subtask to review and discuss the recommended modifications to the proposed dam retrofit alternative.

4.2.4 Preliminary (30%) Foundation, Geotechnical and Structural Analysis

Schnabel will perform geotechnical and structural analyses for the proposed dam and spillway configuration in general accordance with NC DEQ requirements. The analyses will be based on the information gathered from the geotechnical investigations and testing discussed under Section 4.1.3. The following geotechnical engineering analyses will be performed for the proposed conditions:

- Assigning material properties;
- Seismic Hazard Assessment;
- Embankment and foundation seepage analyses;
- Static slope stability analyses;
- Filter compatibility analyses for the embankment, foundation, and drain fill materials.

Schnabel will prepare the corresponding sections of the preliminary design report incorporating the results of the geotechnical and structural analyses and associated design considerations. Calculation packages will be prepared and signed and sealed, as needed, for inclusion as attachments to the report.

4.2.5 Control of Water Concept Development

Kimley-Horn will develop conceptual options to address stream diversion during construction. The various options for control of water will be discussed with the City so that a concept may be selected that is consistent with the City's tolerance for risk. Various levels of protection may be provided, and the risk of the various options may be borne by the contractor, the owner, or shared. Generally, the cost of providing diversions that offer protection from larger storm events will increase the cost of construction. The means to divert water during construction will influence the construction cost and schedule. The means to divert water during construction may also influence the spillway and reservoir drain designs. The concept will be incorporated into the preliminary design report. Corresponding calculation packages will be prepared, signed and sealed, as needed for inclusion into the attachments of the report.

4.2.6 Preliminary (30%) Design Drawings

Schnabel will prepare preliminary design drawings during this task. The preliminary design drawings will include a layout of the proposed spillway system and proposed modifications to the embankment. Typical cross sections, profiles, and details of major components will also be developed. Consideration will be given to subsurface, topographical, and environmental site constraints and conditions, constructability, aesthetics, and operation and maintenance. During this task, Kimley-Horn will prepare preliminary control of water drawings.

Drawings will be prepared using the City's template provided to Schnabel via email on January 14, 2026. Drawings will be prepared in AutoCAD Civil 3D 2026 and provided in digital format. It is anticipated that the following sheets will be provided:

1. Cover Sheet
2. Legend and Sheet Index
3. Existing Site Plan
4. Proposed Site Plan
5. Proposed Embankment Sections
6. Proposed Spillway Plan

7. Typical Spillway Sections
8. Proposed Control of Water Concept

Interim design sketches and data related to specific areas of concern will be submitted to the City on an informal, as needed, basis (email) to solicit feedback.

4.2.7 Preliminary Cost

A preliminary engineer's opinion of probable construction cost and construction schedule estimate will be developed. The quantities will be estimated from the preliminary design drawings, and unit and lump sum prices will be assigned based on published references, manufacturers' information, and bid tabs from other similar dam retrofit projects. A contingency of up to 30% will be included to account for uncertainties and for items that will be developed during the next phases of the design.

4.2.8 Preliminary (30%) Design Submittal

The preliminary design submittal will, at a minimum, include a preliminary design report, the preliminary design drawings described above, a list of technical specifications, and preliminary cost and schedule estimates. These submittals will be further refined during subsequent tasks of the project.

Addressing one round of consolidated comments from the City have been included for budgeting purposes. Review comments provided by the City will be addressed and incorporated into the next design phase, as appropriate.

4.2.9 Meetings

In addition to the in-person meeting described in Section 4.2.3, seven bi-weekly virtual meetings and one additional in-person review meeting with the City have been included for this task. Task leaders will attend these meetings at the discretion of the Project Manager. For each bi-weekly meeting, an updated project schedule will be provided. Schnabel will prepare meeting agendas and meeting minutes for all meetings and will submit these documents to the City for their records.

4.3 Task 3 – Detailed (90%) Design, Easement Acquisition Support, and Final (100%) Design

4.3.1 Detailed Design

The scope of services included under this task includes:

- Revisions as a result of preliminary design review comments received from the City will be addressed and incorporated throughout this task as applicable.
- Update the hydraulic analyses performed during the preliminary design to account for changes in the design since that time.
- Update the geotechnical analyses and design considerations developed during the preliminary design to reflect any design refinements. The drain layout and details for the spillway will be finalized. Drain outlet details will be developed for the structures and the embankment drainage systems, if necessary. The seepage and stability analyses performed during the preliminary design will be updated based on the final configuration. Settlement analyses will be performed for the principal spillway, as needed. If necessary and based on the results of our subsurface

exploration and engineering analyses, parameters will be developed for off-site borrow soils needed to supplement the soils obtained from on-site excavations.

- Update and finalize the control of water concept developed during the preliminary design. A design concept will be shown on the detailed design drawings and it is assumed that the Contractor will have responsibility for final design of temporary works including the stream diversion and other control of water features. Minimum constraints will be specified based on permitting requirements and input from the City. These items may include minimum top of cofferdam elevation, minimum size of conveyance, and/or minimum discharge requirements for the conveyance.
- Update the structural analyses developed during the preliminary design and prepare the design for the new reinforced concrete spillway and appurtenant structures. Structural analyses will be performed in accordance with the governing codes and standards, including ACI 350-20, Code Requirements for Environmental Engineering Concrete Structures, and USACE EM 1110-2-2100, Stability Analysis of Concrete Structures. It is anticipated that analyses will be performed to size and detail the following structural components:
    - Spillway orifice and weir,
    - Culvert(s),
    - Cutoff or starter walls (if needed for overtopping protection),
    - Headwalls and outlet walls, and
    - Energy dissipation components.
- Expand and revise the preliminary design drawings to include modifications made during this task. Drawings will include updated plans, sections, profiles, details, explanatory notes and scales. In addition, the drawings will include items such as permanent access locations, excavation limits, proposed right-of-way, and permanent and temporary easements.
- Develop technical specifications for the proposed work. The technical specifications will be prepared using City standards, as appropriate. Special provision technical specifications will follow the current Construction Specification Institute (CSI) master format.
- Prepare an engineer's opinion of probable construction cost and a detailed construction schedule estimate. The quantities will be estimated from the detailed design drawings, and unit and lump sum prices will be assigned based on published references, manufacturers' information, and bid tabs from other similar dam retrofit projects. The preliminary construction schedule will be based on the assumed construction sequence and will include critical milestones that will be encountered during construction.

4.3.2 Detailed Design Submittal

The detailed design report will be prepared by updating the preliminary design report to address preliminary design review comments, as well as incorporating the services described in Section 4.3.1, Detailed Design. Detail design deliverables will be submitted to the City for review in digital format.

4.3.3 Meetings

This Task includes, for budgeting purposes, sixteen bi-weekly virtual meetings with the City. Task leaders will attend any such meetings at the discretion of the Project Manager. For each bi-weekly meeting, an updated project schedule will be provided. Schnabel will prepare meeting agendas and meeting minutes for all meetings and will submit these documents to the City for their records.

Upon completion of this task, an in person meeting with the City will be held to discuss the detailed design deliverables. Review comments provided by the City will be addressed and incorporated into the final design, as needed.

4.3.4 Easement Acquisition Support

Following the Detailed Design, WithersRavenel, will prepare legal descriptions and up to twelve (12) legal-sized exhibits for the easements to be acquired within the project area. These exhibits and descriptions will be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina. The exhibits and descriptions will be submitted to the City for review, and review comments will be addressed. Final exhibits will be provided in both hard copy and digital format.

4.3.5 Final (100%) Design Submittal

Following the detailed design review meeting and after receiving comments from the City's review, final design will proceed. The goal of this subtask includes addressing City's comments and refining all the Detailed Design deliverables to produce the Final Design deliverables.

The final design deliverables will include a final design report, final construction drawings in PDF and AutoCAD Drawings in DWG format, technical specifications, erosion and sediment control plans, and final cost and schedule estimates.

4.4 Task 4 – Permitting

4.4.1 NC DEQ Dam Safety

The proposed retrofit design will require approval from NC DEQ Dam Safety. Schnabel will submit the sealed final design deliverables to NC DEQ Dam Safety for review and approval. The final design submittal package will include:

- The application for review by NC DEQ Dam Safety
- Signed and sealed Design Report
- Signed and sealed Design Drawings
- Signed and sealed Technical Construction Specifications
- Operation and Maintenance Manual for the proposed dam
- Construction EAP Addendum Letter

One in person meeting with NC DEQ Dam Safety has been budgeted to review and discuss the submittal. One round of review comments from NC DEQ Dam Safety will be addressed, and the design deliverables will be updated based on the comments received.

4.4.2 Erosion and Sediment Control Plan and Narrative

For dam construction activities, a soil erosion and sediment control plan (E&S Plan) will need to be implemented. Kimley-Horn will prepare the erosion and sediment control plan and narrative as required by NCDEQ. A set of soil erosion and sediment control requirements will be developed for each stage of construction. The E&S Plan will be included as a standalone document in the detail (90%) and final (100%) design submittals. The final E&S Plan will be submitted to NC DEQ for review and approval.

4.4.3 Stream and Wetland Delineation

Kimley-Horn will perform a wetlands delineation survey at the beginning of this task and coordinate with USACE and other environmental regulators, as needed. The delineation flagging will be surveyed by WithersRavenel, and the delineation boundaries will be incorporated into the design documents.

As a part of this subtask, Kimley-Horn will conduct a field investigation to delineate streams, wetlands, and open waters within approximately 11-acres. Kimley-Horn will utilize the three-parameter approach for wetland delineations as described in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. Potentially jurisdictional features will be assessed in the field using the guidelines presented in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Data forms required to obtain US Army Corps of Engineers (USACE) and the NC Division of Water Resources (NCDWR) certification will be completed. Jurisdictional streams will be classified as either perennial or intermittent and will be documented per NCDWR stream classification protocol.

4.4.4 Agency Verification

Kimley-Horn anticipates that a Preliminary Jurisdictional Determination (PJD) will best meet the objectives for the site. Kimley-Horn will prepare a PJD request package for submittal to the USACE based on the findings from the stream and wetland delineation work.

Kimley-Horn will seek to obtain concurrence from the USACE on the wetlands, open waters, and/or streams identified within the site. As part of the PJD package, an Aquatic Resources Delineation Report (ARDR) will be included in the submittal to the USACE via the Regulatory Request System. The ARDR will be prepared following the standards put forth by the USACE Wilmington District's Recommended Minimum Standards for Aquatic Resource Delineation Reports published on July 21, 2025.

The PJD request package will consist of a cover letter, the required PJD forms, ARDR, figures, and supporting data forms. It is anticipated that one site inspection will be required with the USACE where Kimley-Horn will review the final delineation in the field with applicable agency representative. Kimley-Horn will perform minor modifications to the jurisdictional feature boundaries that may be deemed necessary by the USACE in order to obtain concurrence.

4.4.5 Protected Species Assessment

Kimley-Horn will review the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool and NC Natural Heritage Program's database of known protected species occurrences and conduct a desktop review of the site to locate areas of potentially suitable habitat for federally-listed threatened or endangered species known to occur within the site vicinity.

Following the desktop review, Kimley-Horn will conduct a field reconnaissance to confirm desktop-identified potentially suitable habitat. If suitable habitat for the bald eagle is present within the site, Kimley-Horn will perform pedestrian surveys for the bald eagle concurrently with the Stream & Wetland Delineation task. If suitable habitat is identified for plant species, pedestrian surveys for these species will be conducted in the appropriate USFWS recommended survey window in an additional site visit.

It is assumed that surveys for protected bat species and protected aquatic species will not be required as part of this effort. If it is determined that surveys for protected bat species or protected aquatic species are warranted, these efforts will be considered as additional services and covered under a future amendment.

Kimley-Horn will prepare a brief technical memorandum for the site outlining the findings of the protected species investigation and database review. The technical memorandum will include a figure identifying areas of potentially suitable habitat and any known occurrences within the site proximity. Consultation with the USFWS will not be conducted as part of this task but can be provided as an additional service if warranted.

4.4.6 401-404 Permitting

It is assumed that the project will qualify for authorization under a Nationwide Permit (NWP) Number 3 or Number 18 criteria. During this task, Kimley-Horn will conduct a Pre-Application Meeting with the USACE and NCDWR to present the permit approach and avoidance and minimization measures. Kimley-Horn will prepare a Section 404/401 NWP application including a cover letter, Pre-Construction Notification (PCN) form, figures, permit drawings, and site plans for the site. Kimley-Horn will submit the draft NWP application to Schnabel and the City for review.

Compensatory mitigation is not anticipated to be necessary for the project. Should mitigation be required by the agencies for stream or wetland impacts resulting from the projects, Kimley-Horn will coordinate with private mitigation banks or the NC Division of Mitigation Services (NCDMS) to reserve mitigation for the project impacts. On-site mitigation design services are not included in this scope but can be provided as an additional service if required.

Kimley-Horn will finalize the Section 404/401 NWP application and submit it to the regulatory agencies via the Regulatory Request System on the City's behalf. Upon submittal, Kimley-Horn will track the application through the regulatory review process. This will include addressing up to one (1) additional information request made by the regulatory agencies for the project. If additional studies, including but not limited to protected species surveys, or historical/cultural resources investigations, are requested by the permitting agencies, these efforts will be considered as an additional service. In addition, if the regulatory agencies determine that the Project does not qualify for authorization under the Nationwide Permit program and an Individual Section 404/401 Permit is required, these efforts will be considered as an additional service.

5.0 ADDITIONAL CONSIDERATIONS AND ASSUMPTIONS

In developing our scope and fees, the following considerations and assumptions have been made:

- Unless stated otherwise, all deliverables will be provided to the City in PDF format.
- Best management practices (BMPs) will be used to reduce erosion and sediment transport during the geotechnical investigation.
- From our previous experience on similar projects, a formal Stormwater Pollution Prevention Plan is not required for the proposed geotechnical drilling activities.
- Some tree clearing will be required to access the geotechnical boring locations with the track-mounted drill rig and this has been included in our fee estimate. Trees will not be uprooted, and stumps will not be removed.
- During the proposed geotechnical investigations, rutting and ground disturbance will be limited to the extent practical, but rutting may occur if site conditions are wet. The budgeted extent of the proposed site restoration includes placement of seed and straw over the areas disturbed during the drilling operations and minor hand grading to repair ruts. No additional repair efforts are included in our fee for this scope.
- The City will be responsible for coordination of the geotechnical investigation, surveys, and site reconnaissance (field investigations) with nearby property owners. No interaction will be carried out between our team and property owners in the area. It is assumed that the site access roads will be traversable with four-wheel drive equipment during our geotechnical investigations.
- Field investigations work hours will generally be between 7:30 AM and 5:30 PM, Monday through Friday. No limitations to site access during those work hours have been assumed. Progress of site work may be dependent upon weather and ground conditions, or other factors beyond our control.
- No additional considerations for site access or site improvement beyond the ones described in Section 4.1.3 have been included in our fees.
- The current dam breach inundation maps and EAP for College Lake Dam can be incorporated as is into the dam's Construction EAP Amendment.
- Per City's request, construction staging and stockpiling areas to be used during construction are excluded from the services listed above.
- One round of consolidated review comments from the City will be addressed for each deliverable submitted to the City.
- One round of consolidated review comments from NC DEQ Dam Safety will be addressed in the final design package.
- A maximum allowance of $52,900 has been included to our fees under Task 4 – Permitting to account for application fees. If additional fees are required, we will notify the City as soon as possible.
- It is assumed that coordination with FEMA regarding floodplain permitting (No Rise, Conditional Letter of Map Revision and/or Letter of Map Revision) will not be required since College Lake Dam is not in a FEMA studied stream.

6.0 EXCLUSIONS

The following services are not included in this proposed scope, but a proposal for these services can be provided upon request:

- Attendance at Public Meetings, City Council Meetings, or other meetings beyond those described above.
- Topographic survey for proposed staging and stockpiling areas necessary during construction.
- Locating or surveying public or private utilities.
- Archaeological, historical or cultural investigations and/or surveys.
- Determination and geotechnical investigation of potential soil borrow areas.
- Site restoration beyond seeding and minor hand grading at locations disturbed by drilling activities.
- An Emergency Action Plan (EAP) and dam breach inundation analysis. It is our understanding that an EAP and dam breach inundation maps are not required for College Lake Dam. If an updated EAP and maps are required based on the proposed configurations, Schnabel will notify the City and include those services in the proposal cost for the next phase of the project.
- Design of stormwater features or roadways.
- Submittal of the E&S Plan via the express permitting method.
- Preparation or submittal of an Individual Section 404/401 Permit.
- Section 7 Consultation with the USFWS.
- Bidding and construction services.

7.0 PROJECT FEES

Our time-and-materials (T&M) fees are summarized below and are for the specific scope of services detailed herein. The services for this work authorization have been divided into four tasks, as shown in the table below. Fees for Task 1 and Task 2 were developed assuming the services will be performed in 2026*, while fees for Task 3 and Task 4 were developed assuming the services will be performed in 2027; our 2027 rates have been estimated as a 3% increase from the 2026 rates. If authorization or performance is delayed, fee adjustments may be warranted to reflect the current billing rates.

The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated T&M fee.

Task	Fee Type	Total Fee
Task 1 - Evaluation of Existing Conditions*	T&M	$271,300
Task 2 - Review of Proposed Retrofit Alternative and Preliminary (30%) Design*	T&M	$385,300
	Total Fees	**$656,600**
Task 3 - Detailed (90%) Design, Easement Acquisition Support, and Final (100%) Design**	T&M	$831,000
Task 4 – Permitting (includes $52,900 to cover permitting application fees) **	T&M	$170,400
	Total Fees	**$1,001,400**
	Estimated Total Project Cost	**$1,658,000**

*See Attachment 2 for 2026 Schedule of Personnel Fees

**2027 rates have been estimated as a 3% increase from the 2026 rates

Invoices will be submitted in accordance with our Professional Services Agreement (PSA) with the City dated February 13, 2026 (see Exhibit B). Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Payments will not be contingent on receipt of funds from third parties. Interest at 1.5% per month will be charged on all overdue amounts.

8.0 PROJECT SCHEDULE

The following project schedule presented in Table 8-1 outlines the major tasks, milestones, and anticipated durations associated with completing the dam retrofit design. The project schedule has been prepared assuming that work will not be performed during the weekends and up to eight holidays per calendar year. The project schedule for Tasks 1 through Task 3 is structured to be completed within approximately fourteen (14) months following notice to proceed (NTP). The permitting (Task 4) schedule has been prepared assuming NCDEQ Dam Safety requires six (6) months to complete their review.

Table 8-1: Proposed Project Schedule

Task Name	Duration
Kickoff Meeting (completed)	1 day
Project Schedule (Assumes no work on weekends and with an average of 8 holidays/year)	449 days
Task 1 – Evaluation of Existing Conditions (approximately 3 months)	72 days
Task 2 – Review of Proposed Rehabilitation Alternatives and Preliminary Design (approximately 6 months)	128 days
Task 3 – Detailed (90%) Design, Easement Acquisition Support, and Final (100%) Design (approximately 7 months)	140 days
Task 4 - Permitting	350 days

9.0 GENERAL

Schnabel understands the terms and conditions included in our Professional Services Agreement (PSA) with the City dated February 13, 2026 (see Exhibit B) will apply to the services proposed herein. The City is expected to develop the Work Authorizations referencing the PSA and this proposal (Exhibit A) to form our agreement for these services. After the Work Authorization has been signed by Schnabel and the City, the City will issue a Purchase Order.

This proposal is valid for 90 days from the date shown.

Schnabel appreciates the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact our office if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.

Jonathan M. Pittman, PE
Executive Vice President

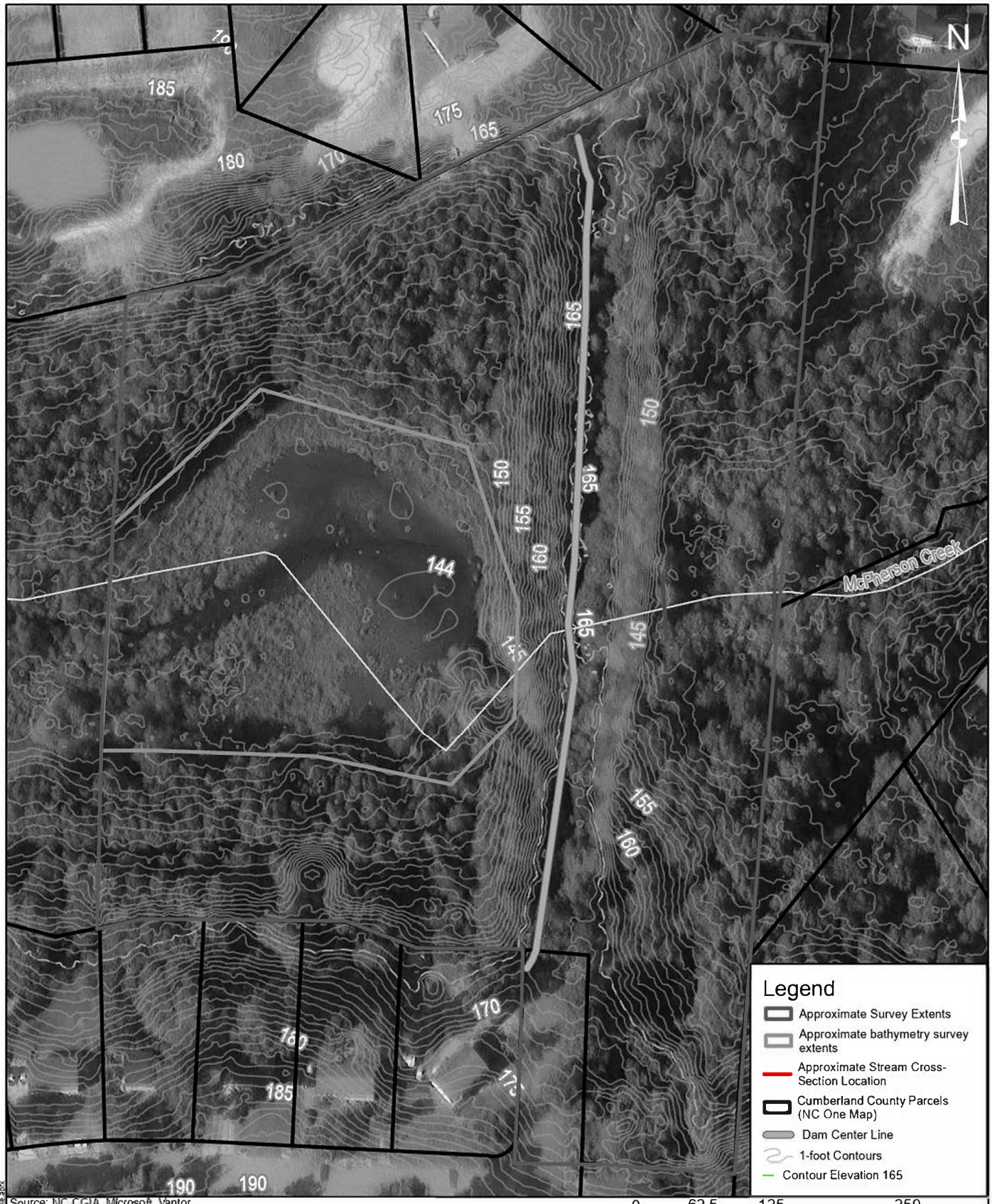
MRG:JG:SMB:AS:CC:EBB:JMP

Figures:

Figure 1: Proposed Extents of the Topographic Survey
Figure 2: Boring Location Plan

Attachments:

(1) Proposed Geotechnical Subsurface Investigation Scope
(2) Schedule of Personnel Fees



Source: NC CGIA, Microsoft, Vantor
Spatial Reference PCS: NAD 1983 2011 StatePlane North Carolina FIPS 3200 Ft US

0 62.5 125 250 US Feet

Scale: 1:1,500 1 in =125 ft

Schnabel ENGINEERING

COLLEGE LAKE DAM
CITY OF FAYETTEVILLE
FAYETTEVILLE, NC
PROJECT NO. 25210037.000

APPROXIMATE SURVEY EXTENTS MAP

FIGURE 1

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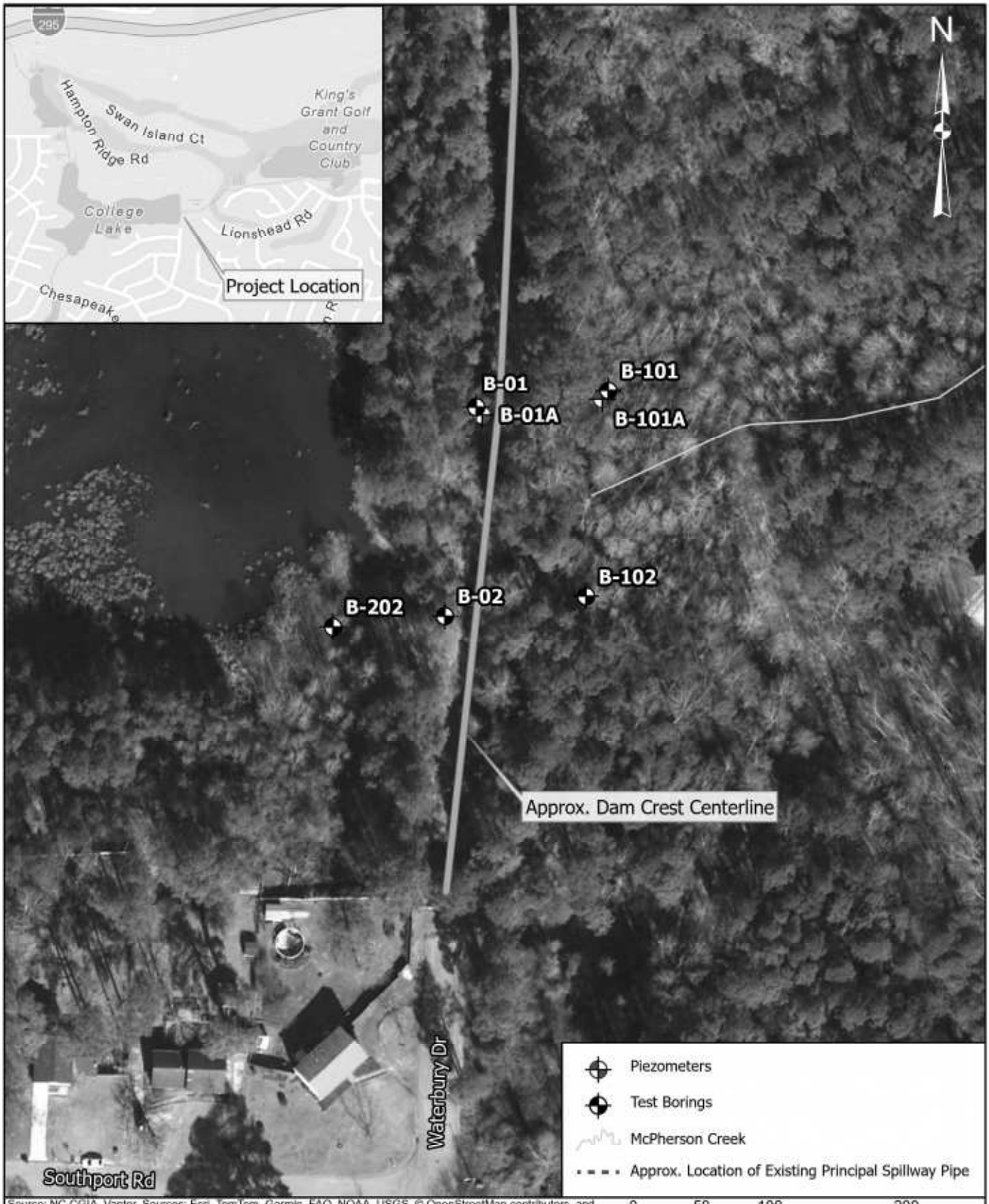

Schnabel ENGINEERING

COLLEGE LAKE DAM RETROFIT
CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA
PROJECT NO. 25210037.001

BORING LOCATION PLAN

FIGURE 2

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Attachment 1: Proposed Geotechnical Subsurface Investigation Scope							
Boring	**Location of Boring**	**Purpose of Boring**	**Soil Sampling**	**Proposed Depth Criteria**		**Hydraulic Conductivity Testing**	**Backfilling**
				Termination Depth (feet)	**Rock Core Length (feet)[1,2]**		
B-01	Dam Crest	Assessment of embankment and foundation materials for rehab design and slope stabilization	Continuous 2-ft SPTs	60	15	Falling Head Test	Cement/bentonite grout by tremie pipe
B-01A	Dam Crest	Assessment of embankment and foundation materials	4 UD Shelby tubes at engineer specified intervals	30	N/A	Slug Test	Install Piezo, 5 ft screen, cement/bentonite grout by tremie pipe
B-02	Dam Crest	Assessment of embankment and foundation materials for rehab design and slope stabilization	Continuous 2-ft SPTs	60	15	Falling Head Test	Cement/bentonite grout by tremie pipe
B-101	Downstream Toe	Assessment of foundation materials	Continuous 2-ft SPTs	30	10	N/A	Cement/bentonite grout by tremie pipe
B-101A	Downstream Toe	Assessment of foundation materials	2 UD Shelby tubes at engineer specified intervals	20	N/A	Slug Test	Install Piezo, 5 ft screen, cement/bentonite grout by tremie pipe
B-102	Downstream Toe	Assessment of foundation materials	Continuous 2-ft SPTs	30	10	N/A	Cement/bentonite grout by tremie pipe
B-202	Upstream Toe	Assessment of foundation materials	Continuous 2-ft SPTs	30	10	N/A	Cement/bentonite grout by tremie pipe

Notes:
1. Rock will be cored only if auger refusal is encountered before termination depth. There is no need to extend rock coring deeper than the termination depth.
2. This is the maximum length of cored rock regardless of RQD and may be less if termination depth is encountered.
3. Falling head testing will be performed if competant rock is encountered before the termination depth.

Schnabel ENGINEERING

SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
DAMS AND RESERVOIRS (EASTERN UNITED STATES)
Effective until December 31, 2026

Senior Consultant	$375.00/hr
Principal	343.00/hr
Senior Associate	311.00/hr
Associate	277.00/hr
Senior Engineer/Scientist	234.00/hr
Project Engineer/Scientist	203.00/hr
Construction Resident Engineer/Resident Project Representative	203.00/hr
Senior Staff Engineer/Scientist/Technologist	179.00/hr
Staff Engineer/Scientist/Technologist	155.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	147.00/hr
Senior Technician I (see note 4)	124.00/hr
Technician III (see note 4)	110.00/hr
Technician II (see note 4)	90.00/hr
Technician I (see note 4)	80.00/hr
Senior CAD Designer	179.00/hr
CAD Designer III	165.00/hr
CAD Designer II	150.00/hr
CAD Designer I	126.00/hr
Clerical/Admin	96.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of $15/hr is added to the above rate for overtime.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

SCHNABEL ENGINEERING SOUTH, P.C.

February 13, 2026

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT or "Agreement", effective the 13th day of February 2026 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and SCHNABEL ENGINEERING SOUTH, P.C. (hereinafter referred to as **CONSULTANT**), a professional corporation with principal business offices at 11A Oak Branch Drive, Greensboro, North Carolina 27407.

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 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 engineering 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 members of the profession 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 manner in compliance with all applicable laws, ordinances and regulations or rules. 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. **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** and provide services for the project. 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. In the event of termination for cause, **CITY** shall pay **CONSULTANT** for all services performed to the date of termination; provided, however, that all costs and charges incurred by **CITY** to complete the services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to **CONSULTANT**.

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 services 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. 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 12. NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be in writing and shall be delivered by hand or mailed by the United States mail, postage prepaid, to the address specified below.

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: DR. DOUGLAS J. HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **SCHNABEL ENGINEERING SOUTH, P.C.**
ATTENTION: MARIDEE ROMERO-GRAVES VICE PRESIDENT
11A OAK BRANCH DRIVE
GREENSBORO, NC 27407

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**.

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:

9. bring disrepute, contempt, scandal, or public ridicule to the Actor;
10. subject the Actor to prosecution;
11. offend the community or public morals/decency;
12. denigrate individuals or groups in the community served by the **CITY**;
13. is scandalous or inconsistent with community standards or good citizenship;
14. adversely affect the **CITY'**s finances, public standing, image, or reputation;
15. is embarrassing or offensive to the **CITY** or may reflect unfavorably on the **CITY**; and,
16. 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.

ARTICLE 25. 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; any portion of liability determined to be consequential damages under this per authorization limit, shall not exceed the compensation paid under the authorization. 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 apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract.

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
City Clerk

CITY OF FAYETTEVILLE

DR. DOUGLAS J. HEWETT,
ICMA-CM

DATE: 3/26/26

SCHNABEL ENGINEERING SOUTH, P.C.

BY: Evan Binder

PRINT: : Evan Binder

TITLE: : Vice President

DATE: : 02/16/2026

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

City of Fayetteville

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

City Council Action Memo

File Number: 26-0411

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A10

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

THRU: **Michael Gibson, Interim Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**

DATE: **August 10, 2026**

RE:
Authorization to Execute a Professional Service Contract for the FY27 Citywide Stormwater Asset Inventory and Condition Assessment

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
Council is requested to authorize the execution of a $2,000,000 professional services contract for survey data collection of the City's Municipal Separate Storm Sewer System (MS4), in support of the City's NPDES Permit requirement to develop, update, and maintain an inventory of MS4 components, including conveyances, flow directions, major outfalls, and receiving waters.

This qualification-based selection of Freese and Nichols is utilizing the City's On-Call Professional Engineering Services for Stormwater Systems Design and Construction Administration.

Background:
The City's current National Pollutant Discharge Elimination System (NPDES) Permit became effective on June 1, 2024. As part of the Permit's Illicit Discharge Detection and Elimination (IDDE) Program, the City is required to develop, update, and maintain a municipal storm sewer system map that includes stormwater conveyances, flow direction, major outfalls, and receiving waters.

To date, data collection efforts through the Watershed Master Plan program have focused on high-priority sub-basins, covering approximately 25% of the City. These efforts have included the collection and assessment of stormwater asset data.

This proposed city-wide survey will expand data collection to the remaining storm sewer infrastructure in the basins outlined in the scope of work. The collected data will support MS4 permit compliance, facilitate condition assessments, help identify potential illicit discharges, and inform future hydrologic and hydraulic modeling for long-term planning.

Issues/Analysis:
Given the number of remaining sub-basins requiring data collection, this effort is anticipated to take approximately 2 to 3 years to complete. The proposed professional services contract will fund data collection activities for Fiscal Year 2027 only.

With continued funding in subsequent fiscal years, the City intends to complete the survey and mapping of the entire MS4 system within the current NPDES permit cycle, which expires May 31, 2029.

Budget Impact:
There is no impact to the General Fund. Funding for this professional service contract was included in the approved FY27 Stormwater Operating Budget.

Options:

1. Authorize the execution of a professional services contract in the amount of $2,000,000 for survey data collection of the City's Municipal Separate Storm Sewer System (MS4), in support of the City's NPDES Permit requirement to develop, update, and maintain an inventory of MS4 components to the consulting firm Freese and Nichols.
2. Do not authorize the execution of a professional services contract in the amount of $2,000,000 for survey data collection of the City's Municipal Separate Storm Sewer System (MS4), in support of the City's NPDES Permit requirement to develop, update, and maintain an inventory of MS4 components to the consulting firm Freese and Nichols and provide further direction to staff.

Recommended Action:
Council authorizes the execution of a professional services contract in the amount of $2,000,000 for survey data collection of the City's Municipal Separate Storm Sewer System (MS4), in support of the City's NPDES Permit requirement to develop, update, and maintain an inventory of MS4 components to the consulting firm Freese and Nichols.

Attachments:
FNI FY27 Citywide Survey WA

CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
FREESE AND NICHOLS, INC.

In accordance with the Professional Services Agreement (Agreement) dated April 1, 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Freese and Nichols, Inc. (hereinafter called CONSULTANT) OWNER hereby authorizes CONSULTANT to proceed, and CONSULTANT agrees to perform in accordance with the terms of the Agreement, attached as Exhibit C, and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to the City of Fayetteville Stormwater Department's Drainage Inventory and Assessment.

Freese and Nichols, Inc. (FNI) will partner with the City of Fayetteville, NC (Owner) to collect the remaining Citywide Survey as it pertains to the City's effort in developing, updating, and maintaining a municipal storm sewer map that includes stormwater conveyances, flow direction, major outfalls and receiving waters. The scope of this effort includes Beaver Creek 1, Cape Fear 2, Little Rockfish 2, Little Cross Creek, and the completion of Beaver Creek 2, as described 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 C, 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 Work Authorization, is detailed in Exhibit A.

Deliverables include:

- Email summaries of project status meetings
- QA/QC document(s) associated with interim quality reviews
- Final asset geodatabases
- Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
- Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

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 entail 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 follows:

- Owner
  - Primary coordination with City Council, City Manager and other stakeholders as necessary
  - Incorporation of survey into City's GDB housed on the City SDE
- Consultant
  - Provide survey data in the form of a GDB
  - Assist City with incorporation of new survey data if needed
  - Mailing of property owner notifications as needed
- Also as described in Exhibits A and B

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 $2,000,000. 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 subsequent to the Notice to Proceed being issued and shall be complete by June 30th, 2027.

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:

FREESE AND NICHOLS

BY:

PRINT: Bryan C. Jann, PE

TITLE: Vice President

DATE: June 12, 2026

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 for Drainage Inventory and Assessment (FY27)

The following is a scope of services for Freese and Nichols, Inc (FNI) to provide drainage inventory and assessment for the remaining subbasins not previously surveyed as part of the Citywide Master Plan effort for Beaver Creek 1, Cape Fear 2, Little Rockfish 2, and to complete collection and the GDB for Beaver Creek 2 (see FY26 WA [contract #70635; PO #23041] for Beaver Creek 2 full scope). The fee for the below scope of services has been estimated for FY27 (July 2026 through June 2027). See attached survey scope of services provided by ESP for additional detail.

BASIC SERVICES (NTE)

To execute management of the survey for the above-mentioned effort, the tasks below will be performed:

Task 1: Remaining FY26 Effort

The FY26 WA outlines the complete scope for the Beaver Creek 2 drainage inventory and assessment. As this is a multi-year effort tied to fiscal year budgets, full estimates are prepared for each new watershed, though only a portion of the work can be funded within a single year's budget.

In FY26, the WA presented the full effort for Beaver Creek 2 but only authorized approx. 30% of the total budget. Because of efficiencies gained, approx. 70% of the work was completed.

The budget allocated to this task will support the remaining work, including collection of final five subbasins, draft geodatabase and quality reviews, and delivery of a final geodatabase.

Deliverables

Deliverables for this task are outlined below:

- Email summaries of project status meetings
- QA/QC document(s) associated with interim quality reviews (up to three interim review cycles anticipated)
- Final asset geodatabase for Beaver Creek 2
- Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
- Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

Tasks 2 – 5

Tasks 2 through 5 include the same scope of services, with the level of effort varying based on the size and characteristics of each watershed. The tasks are identified as follows:

- Task 2: Beaver Creek 1 (BV1)
- Task 3: Cape Fear 2 (CF2)
- Task 4: Little Rockfish 2 (LR2)
- Task 5: Little Cross Creek (LCR)

Property Owner Notifications (Subtasks 2.1, 3.1, 4.1, 5.1)

FNI will prepare and mail property owner notifications. This will include:

- Identifying the parcels in immediate vicinity of survey limits.
- Downloading the associated owner information using the current Cumberland County GIS/Tax Administration information
- FNI will utilize the web service Click2Mail to send notifications. This requires uploading a template of the letter as well as a template for the owner information. FNI will:
    - Create the notification postcard, and corresponding template
    - Populate the owner information template with downloaded information modified as needed (e.g. shortening owner names that are too long to upload, combining PINs and information where needed so owners are not getting multiple copies of the same notification if they own more than one parcel in the area, revising addresses as needed for the template, etc.)
    - Upload both templates and revise any errors preventing final submittal
    - Pay online to send notifications

Management and Coordination (Subtasks 2.2, 3.2, 4.2, 5.2)

The following items will be performed as part of this task

- Bi-monthly progress meetings with City and ESP to discuss status and next steps
- Coordination between progress meetings as needed (up to four hours per month)
- Monitor the survey progress using ESP's custom dashboard, as well as check-in meetings and invoices.
- Coordinate with ESP to mitigate challenges and/or discrepancies between the budget, schedule, and percent complete.
- Invoicing including review and inclusion of ESP invoices with FNI's invoice

Quality Reviews (Subtasks 2.3, 3.3, 4.3, 5.3)

The below Quality Control (QC) reviews will be performed upon receiving the survey GDB. Following the QC a Quality Assurance (QA) review will be performed to review the results of the QC. A QC document will be provided to the City with a log of checks performed.

<u>Quality Control</u>

- Deliverable should contain:
    - Geodatabase
    - Technical memo
    - Accuracy report
    - A separate list of any collection issues (will be sent when located)
    - A separate list of inaccessible nodes (will be sent when located)
    - A separate list of any illicit discharge locations (will be sent when located)
- An initial check of the data should be done to confirm:
    - Coordinate system is NAD 1983 State Plane North Carolina FIPS 3200 Ft for horizontal and NAVD88 for vertical
    - Attribute tables are populated with all agreed upon information
    - Relate tables are functional

    - Photos are attached to the correct field and are properly named
- A high-level visual review should be done to confirm:
    - No noticeable gaps in the linework
    - All ends of lines seem to be connected to a node
    - Locations of all stormwater structures contained in the legacy dataset seem to have been verified in the field and survey information was collected for the locatable structures
- More detailed checks should be done to confirm:
    - Primary system culvert and bridge survey sketches match stormwater assets data
    - Inlet types seem to be correct (check approx. 5% of each inlet type, or a minimum of 10 total inlets, against attached photo)
    - Large culverts are identified as such and placed in the culvert feature class
    - Legacy IDs are used as the Facility IDs if there is a corresponding feature in the legacy dataset. Deviations have been identified and confirmed.
    - A-typical situations, as noted in comment field, make sense
- Automated checks should include:
    - There are no duplicate Facility IDs
    - All relevant survey information shown below was collected and named consistently per CMSM
        - Pipes, culverts, nodes, other stormwater structures as applicable
        - Channel cross sections
        - Wet and dry ponds
        - Swales and ditches
        - Condition assessments and/or photos
    - Lines are connected correctly, i.e., negative slopes are confirmed and noted as an exception
    - None of the pipes have missing diameters or inverts
    - There are no NULL values in any fields that should be populated
    - None of the nodes have missing ground elevations or measuredowns
    - Measuredowns of less than one foot contain a comment
    - Where significant sediment or water has been noted, check that the invert is based on estimated pipe size rather than the limited measuredown
    - Assets noted as inaccessible are limited to less than 5% of any feature class and contain sufficient detail in the comment fields to clearly indicate why / how the asset in question is inaccessible
    - Major outfall designations contain relevant information
    - Upstream and downstream end conduit invert elevations are above corresponding node bottom
    - Upstream and downstream end culvert crowns are below the indicated overtopping elevation of the road
    - Condition assessments have the following fields populated:
        - Inlet/outlet damage
        - Inlet/outlet condition
        - Pipe barrel condition
        - Pipe barrel general comment

The quality checks for FNI asset inventory in watershed studies already encompass most of the essential evaluations necessary for effective and accurate use in hydrologic/hydraulic (H&H) modeling, such as verifying reasonable slopes and ensuring proper structure/pipe connections. When asset inventory was coordinated with the watershed studies, any issues or anomalies could be more readily identified and addressed during H&H development, when the specifics of the assets and their broader functions are given particular attention.

Given that this city-wide collection effort is being conducted independently of any future H&H modeling projects, FNI will implement enhanced quality checks from a "modeler's" perspective to identify and resolve potential issues that might pose challenges for future modeling efforts. Examples of these enhanced checks include heightened scrutiny of inlet type coding (which impacts hydraulic rating curve assumptions), verification of standard pipe sizes, identification of significant system constrictions (e.g., a 48" pipe narrowing to an 18" pipe), and assessment of the overall reasonableness and logic of assigned system connectivity. These enhanced checks will be carried out by FNI staff proficient in H&H modeling and GIS, who possess a thorough understanding of stormwater system functions. The checks will be performed using a combination of systematic reviews and visual inspections.

Deliverables

Deliverables for this task are outlined below:

- Email summaries of project status meetings
- QA/QC document(s) associated with interim quality reviews (up to three interim review cycles anticipated)
- Final asset geodatabases
- Shapefiles from ESP's dashboard identifying inaccessible nodes and maintenance needs
- Final documentation (including technical memorandums, survey accuracy reports, and lists of inaccessible nodes, maintenance needs, and new FacilityID numbering)

May 27, 2026

Morgan McIlwain, PE, PMP
Freese and Nichols, Inc.
NCSU Centennial Campus, Partners I Building
1017 Main Campus Drive, Suite 1200
Raleigh, NC 27606

RE: Scope of Work – Beaver Creek 1 Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-H

Dear Ms. McIlwain:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for eighty-nine (89) subbasins within the portion of the Beaver Creek 1 watershed, that falls within the city limits of Fayetteville, total approximately 8.55 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note

that twenty-three (23) subbasins (shown as previously studied, in the table below) have been collected within recent years as part of the Watershed Study Master Plan – Priority 1 Studies. The remaining eighty-nine (89) subbasins will fall within the scope of this proposal. See below for further information.

Table 1: Detailed List of Subbasin IDs

Priority 1 Subbasins Previously Collected (not within scope)	Priority 2 (Current Scope)	Priority 2 (Current Scope) (continued)	Priority 2 (Current Scope) (continued)
BV1_0102	BV1_0100	BV1_0141	BV1_0209
BV1_0118	BV1_0101	BV1_0142	BV1_0300
BV1_0126	BV1_0103	BV1_0143	BV1_0302
BV1_0134	BV1_0104	BV1_0144	BV1_0303
BV1_0137	BV1_0105	BV1_0148	BV1_0304
BV1_0145	BV1_0106	BV1_0150	BV1_0305
BV1_0149	BV1_0107	BV1_0151	BV1_0306
BV1_0160	BV1_0108	BV1_0152	BV1_0307
BV1_0168	BV1_0109	BV1_0153	BV1_0308
BV1_0169	BV1_0110	BV1_0157	BV1_0402
BV1_0171	BV1_0111	BV1_0161	BV1_0404
BV1_0173	BV1_0117	BV1_0162	BV1_0406
BV1_0174	BV1_0119	BV1_0163	BV1_0407
BV1_0179	BV1_0120	BV1_0164	BV1_0408
BV1_0204	BV1_0121	BV1_0165	BV1_0409
BV1_0207	BV1_0122	BV1_0166	BV1_0500
BV1_0301	BV1_0123	BV1_0167	BV1_0600
BV1_0400	BV1_0124	BV1_0170	BV1_0601
BV1_0401	BV1_0125	BV1_0172	BV1_0602
BV1_0403	BV1_0127	BV1_0175	BV1_0700
BV1_0405	BV1_0129	BV1_0176	BV1_0702
BV1_0701	BV1_0130	BV1_0177	BV1_0703
BV1_0801	BV1_0131	BV1_0178	BV1_0800
	BV1_0132	BV1_0200	BV1_0802
	BV1_0133	BV1_0201	BV1_0807
	BV1_0135	BV1_0202	BV1_0808
	BV1_0136	BV1_0203	BV1_0809
	BV1_0138	BV1_0205	BV1_0900
	BV1_0139	BV1_0206	BV1_1101
	BV1_0140	BV1_0208	

The subbasins within the current scope are within the city limits, enclosed both south and east of I-295, north of Cliffdale Rd, and west of Bragg Blvd will fall within the scope of this proposal. (see Figure 1).

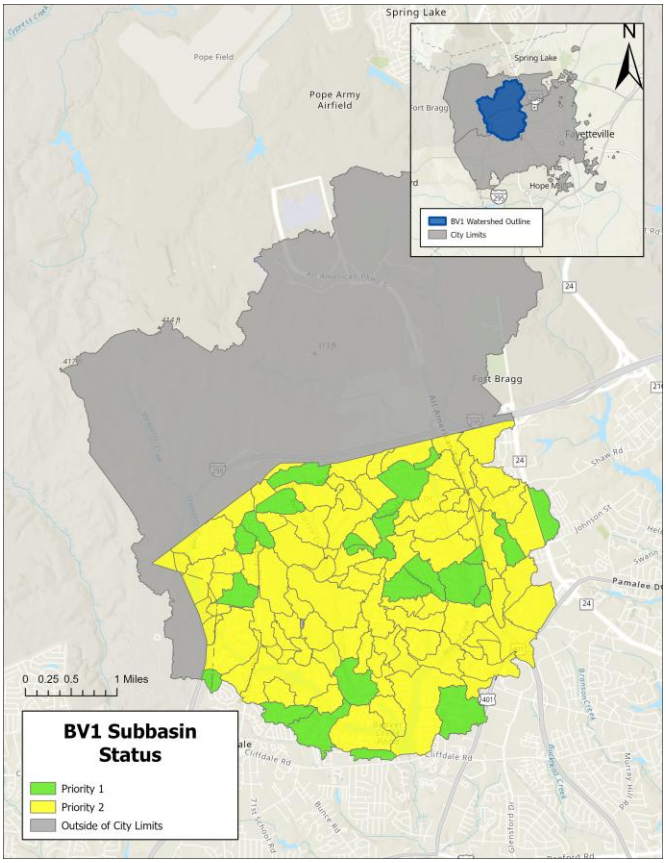


Figure 1. Remaining Beaver Creek 1 Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Beaver Creek 1 subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure

survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 2: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	$103	6382	$657,346
Task 1 Budget			**$657,346**

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 3: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	49	$1,228	$60,172
Culvert	8	$1,375	$11,000
Bridge (Roadway)	1	$1,843	$1,843
Dam	9	$1,800	$16,200
Task 2 (A&B) Budgeted Cost			**$89,215**

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3 below:

Table 4: Example QC Checks

QC Category	Example Checks
Data Structure	• File geodatabase is using latest/appropriate data schema • Features/Records are loaded into appropriate feature classes/tables • Relationship classes and attachments are functioning properly • Attachments are compressed and named appropriately
Geometry/Topology	• Features have proper topology (e.g. all lines connected at ends with nodes, all features are single part, linear features should not self-intersect or cross each other, pipes should only have two vertices, etc.) • Point/Linear features should be connected/snapped to form a seamless drainage network with orientation in direction of flow • Pipes should be reasonable length (generally between 5' and 400') • Pipes generally should not cross through buildings • Feature locations are reasonable with aerials/DEMs
Attribution	• All features should be populated with unique FacilityID • US/DS IDs of linear features correlate with FacilityID of attached nodes • Domain fields only contain valid domain values • Depths of structures are reasonable (generally between 0' – 20') • Values for other non-domain fields are reasonable • Depth of pipes leaving structures are at (or close to) the structure depth • Depth of incoming pipes to a structure are at or above the structure depth • Calculated pipe slopes are between -0.5% and 20% • Stubs are coded and commented properly • Structures that are coded as inaccessible or requiring maintenance have photos and appropriate comments • A-typical situations (multiple outlet pipes from one structure, pipe size restrictions moving downstream, etc.) have an explanation in the appropriate comment field

Project Coordination

ESP will coordinate with FNI throughout the project to facilitate a smooth project. Coordination with FNI is anticipated to include a brief weekly meeting (schedule subject to change as project progresses) and/or email check-in to discuss project progress, any outstanding coordination needs or any other concerns that may arise through the duration of the collection. ESP will direct all communications through FNI, unless directed otherwise by FNI or the City. In addition, ESP and FNI will schedule monthly check-in meetings with the City to provide progress updates. ESP will also create and share an online ESRI Tracker Dashboard with the City and FNI to report real time updates of current field efforts and structures flag for maintenance needs and/or access issues.

DELIVERABLES

The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
    - Collection Issues
    - Inaccessible Nodes
    - Field Observed Illicit Discharges
    - New Facility ID's that no longer match Legacy Data

SCHEDULE

ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

PROPOSAL EXCLUSIONS & ASSUMPTIONS

The above scope of services does not include (unless specifically agreed upon for each task order):

- Confined space entry
- Field collection of any features where access is denied, the feature cannot be accessed with standard equipment, and/or where conditions in the field make it unsafe for collection
- In the case where a structure is temporarily blocked, survey crews will make note and try to collect the structure information in a follow-up attempt. If a structure is still blocked after 4 visits, it will be marked as inaccessible and will be documented with notes and a representative photograph for City review.

CONTINGENCY

This task includes contingency funding for additional survey collection beyond the estimated feature counts presented above and/or to handle special cases requiring significant additional effort beyond the base scope assumptions. No work under this contingency task will be performed/billed without the written request and approval of the City.

COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

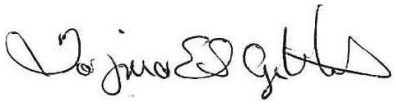
Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	$657,346	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	$89,215	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	$17,843	Time & Materials (NTE)
	Base Fee Estimate	**$764,404**	**Time & Materials (NTE)**
	10% Contingency Allowance	**$76,441**	**(T&M Upon Request)**
	Basin Total	**$840,845**	**Contract Maximum**

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	$200
3 Man Survey Crew	$215
Administrative Assistant I / Technical Writer	$85
GIS Analyst I	$145
GIS Technician I	$115
Field Manager	$130
Survey Technician	$155
Survey Project Manager	$165
Managing Surveyor (PLS)	$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any questions, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
Project Manager

May 27, 2026

Morgan McIlwain, PE, PMP
Freese and Nichols, Inc.
NCSU Centennial Campus, Partners I Building
1017 Main Campus Drive, Suite 1200
Raleigh, NC 27606

RE: Scope of Work – Cape Fear 2 Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-I

Dear Ms. McIlwain:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for seventy-three (73) subbasins within the portion of the Cape Fear 2 watershed, that falls within the city limits of Fayetteville, total approximately 4.58 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note

that twenty-two subbasins (shown as previously studied, in the table below) have been collected within recent years as part of the Watershed Study Master Plan – Priority 1 Studies. The remaining seventy-three (73) subbasins will fall within the scope of this proposal. See below for further information.

Table 1: Detailed List of Subbasin IDs

Priority 1 Subbasins Previously Collected (not within scope)	Priority 2 (Current Scope)	Priority 2 (Current Scope) (continued)	Priority 2 (Current Scope) (continued)
CF2_0521	CF2_0104	CF2_0533	CF2_1300
CF2_0532	CF2_0107	CF2_0535	CF2_1401
CF2_0536	CF2_0109	CF2_0601	CF2_1402
CF2_0537	CF2_0305	CF2_0700	CF2_1403
CF2_0902	CF2_0306	CF2_0701	CF2_1404
CF2_0903	CF2_0308	CF2_0800	CF2_1405
CF2_0904	CF2_0309	CF2_0801	CF2_1409
CF2_1001	CF2_0506	CF2_0802	CF2_1410
CF2_1002	CF2_0507	CF2_0803	CF2_1503
CF2_1103	CF2_0509	CF2_0900	CF2_1505
CF2_1104	CF2_0511	CF2_0901	CF2_1508
CF2_1109	CF2_0512	CF2_0903	CF2_1509
CF2_1112	CF2_0513	CF2_0905	CF2_1600
CF2_1200	CF2_0514	CF2_0906	CF2_1601
CF2_1201	CF2_0515	CF2_1000	CF2_1700
CF2_1500	CF2_0516	CF2_1100	CF2_1701
CF2_1501	CF2_0517	CF2_1101	CF2_1703
CF2_1502	CF2_0518	CF2_1102	CF2_1704
CF2_1503	CF2_0519	CF2_1105	CF2_1706
CF2_1506	CF2_0520	CF2_1106	CF2_1707
CF2_1507	CF2_0524	CF2_1108	CF2_1800
CF2_1600	CF2_0526	CF2_1110	CF2_1901
	CF2_0527	CF2_1111	CF2_1902
	CF2_0528	CF2_1113	
	CF2_0531	CF2_1114	

The subbasins within the current scope are within the city limits, south of State Highway 24, east of Southern Ave and the Old Wilmington Rd, north of Fayetteville Regional Airport and west of Old Vander Rd will fall within the scope of this proposal. (see Figure 1).

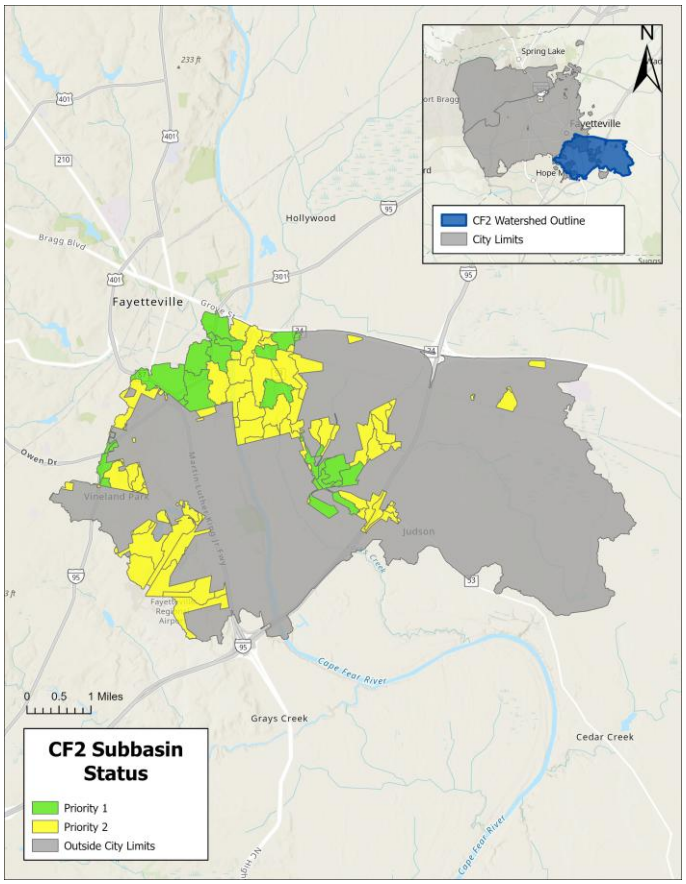


Figure 1. Remaining Cape Fear 2 Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Cape Fear 2 subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure

survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 2: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	$103	793	$81,679
Task 1 Budget			**$81,679**

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 3: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	5	$1,228	$6,140
Culvert	0	$1,375	$0
Bridge (Roadway)	0	$1,843	$0
Dam	0	$1,800	$0
Task 2 (A&B) Budgeted Cost			**$6,140**

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3 below:

Table 4: Example QC Checks

QC Category	Example Checks
Data Structure	• File geodatabase is using latest/appropriate data schema • Features/Records are loaded into appropriate feature classes/tables • Relationship classes and attachments are functioning properly • Attachments are compressed and named appropriately
Geometry/Topology	• Features have proper topology (e.g. all lines connected at ends with nodes, all features are single part, linear features should not self-intersect or cross each other, pipes should only have two vertices, etc.) • Point/Linear features should be connected/snapped to form a seamless drainage network with orientation in direction of flow • Pipes should be reasonable length (generally between 5' and 400') • Pipes generally should not cross through buildings • Feature locations are reasonable with aerials/DEMs
Attribution	• All features should be populated with unique FacilityID • US/DS IDs of linear features correlate with FacilityID of attached nodes • Domain fields only contain valid domain values • Depths of structures are reasonable (generally between 0' – 20') • Values for other non-domain fields are reasonable • Depth of pipes leaving structures are at (or close to) the structure depth • Depth of incoming pipes to a structure are at or above the structure depth • Calculated pipe slopes are between -0.5% and 20% • Stubs are coded and commented properly • Structures that are coded as inaccessible or requiring maintenance have photos and appropriate comments • A-typical situations (multiple outlet pipes from one structure, pipe size restrictions moving downstream, etc.) have an explanation in the appropriate comment field

Project Coordination

ESP will coordinate with FNI throughout the project to facilitate a smooth project. Coordination with FNI is anticipated to include a brief weekly meeting (schedule subject to change as project progresses) and/or email check-in to discuss project progress, any outstanding coordination needs or any other concerns that may arise through the duration of the collection. ESP will direct all communications through FNI, unless directed otherwise by FNI or the City. In addition, ESP and FNI will schedule monthly check-in meetings with the City to provide progress updates. ESP will also create and share an online ESRI Tracker Dashboard with the City and FNI to report real time updates of current field efforts and structures flag for maintenance needs and/or access issues.

DELIVERABLES

The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
    - Collection Issues
    - Inaccessible Nodes
    - Field Observed Illicit Discharges
    - New Facility ID's that no longer match Legacy Data

SCHEDULE

ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

PROPOSAL EXCLUSIONS & ASSUMPTIONS

The above scope of services does not include (unless specifically agreed upon for each task order):

- Confined space entry
- Field collection of any features where access is denied, the feature cannot be accessed with standard equipment, and/or where conditions in the field make it unsafe for collection
- In the case where a structure is temporarily blocked, survey crews will make note and try to collect the structure information in a follow-up attempt. If a structure is still blocked after 4 visits, it will be marked as inaccessible and will be documented with notes and a representative photograph for City review.

CONTINGENCY

This task includes contingency funding for additional survey collection beyond the estimated feature counts presented above and/or to handle special cases requiring significant additional effort beyond the base scope assumptions. No work under this contingency task will be performed/billed without the written request and approval of the City.

COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

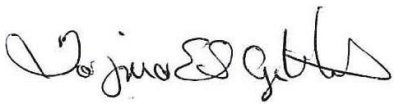
Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	$81,679	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	$6,140	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	$1,228	Time & Materials (NTE)
	Base Fee Estimate	**$89,047**	**Time & Materials (NTE)**
	10% Contingency Allowance	**$8,905**	**(T&M Upon Request)**
	Basin Total	**$97,952**	**Contract Maximum**

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	$200
3 Man Survey Crew	$215
Administrative Assistant I / Technical Writer	$85
GIS Analyst I	$145
GIS Technician I	$115
Field Manager	$130
Survey Technician	$155
Survey Project Manager	$165
Managing Surveyor (PLS)	$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any questions, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
Project Manager

May 27, 2026

Morgan McIlwain, PE, PMP
Freese and Nichols, Inc.
NCSU Centennial Campus, Partners I Building
1017 Main Campus Drive, Suite 1200
Raleigh, NC 27606

RE: Scope of Work – Little Rockfish 2 Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-J

Dear Ms. McIlwain:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for twenty-five (25) subbasins within the portion of the Little Rockfish 2 watershed, that falls within the city limits of Fayetteville, total approximately 1.67 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note that four

(4) subbasins (shown as previously studied, in the table below) have been collected within recent years as part of the Watershed Study Master Plan – Priority 1 Studies. The remaining twenty-five (25) subbasins will fall within the scope of this proposal. See below for further information.

Table 1: Detailed List of Subbasin IDs

Priority 1 Subbasins Previously Collected (not within scope)	Priority 2 (Current Scope)	Priority 2 (Current Scope) (continued)	Priority 2 (Current Scope) (continued)
LR2_1000	LR2_0702	LR2_0908	LR2_1203
LR2_1002	LR2_0800	LR2_0909	LR2_1204
LR2_1205	LR2_0900	LR2_0910	LR2_1300
LR2_1206	LR2_0901	LR2_1001	LR2_1301
	LR2_0902	LR2_1100	LR2_1302
	LR2_0903	LR2_1101	LR2_1303
	LR2_0904	LR2_1200	LR2_1400
	LR2_0905	LR2_1201	
	LR2_0906	LR2_1202	

The subbasins within the current scope are within the city limits, south of Strickland Bridge Rd, east of I-295, west of Lakewood Drive and north of both Rockfish Rd and King Rd will fall within the scope of this proposal. (see Figure 1).

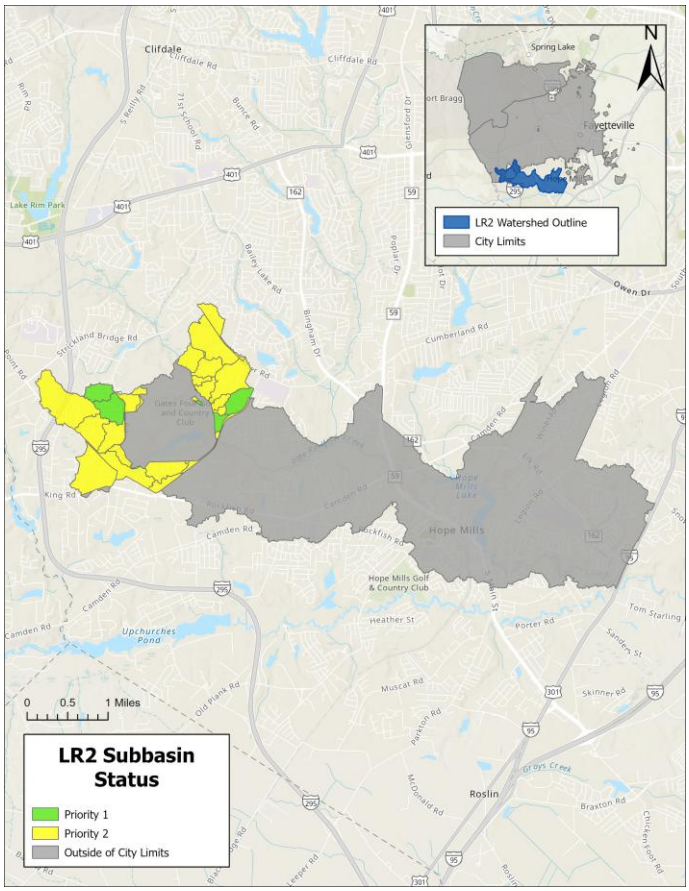


Figure 1. Remaining Little Rockfish 2 Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Little Rockfish 2 subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 2: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	$103	1010	$104,030
Task 1 Budget			**$104,030**

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 3: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	3	$1,228	$3,684
Culvert	1	$1,375	$1,375
Bridge (Roadway)	1	$1,843	$1,843
Dam	1	$1,800	$1,800
Task 2 (A&B) Budgeted Cost			**$8,702**

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3 below:

Table 4: Example QC Checks

QC Category	Example Checks
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Project Coordination

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DELIVERABLES

The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
    - Collection Issues
    - Inaccessible Nodes
    - Field Observed Illicit Discharges
    - New Facility ID's that no longer match Legacy Data

SCHEDULE

ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

PROPOSAL EXCLUSIONS & ASSUMPTIONS

The above scope of services does not include (unless specifically agreed upon for each task order):

- Confined space entry
- Field collection of any features where access is denied, the feature cannot be accessed with standard equipment, and/or where conditions in the field make it unsafe for collection
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CONTINGENCY

This task includes contingency funding for additional survey collection beyond the estimated feature counts presented above and/or to handle special cases requiring significant additional effort beyond the base scope assumptions. No work under this contingency task will be performed/billed without the written request and approval of the City.

COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

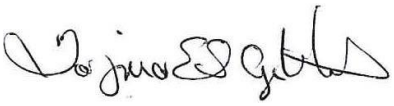
Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	$104,030	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	$8,702	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	$1,741	Time & Materials (NTE)
	Base Fee Estimate	**$114,473**	**Time & Materials (NTE)**
	10% Contingency Allowance	**$11,448**	**(T&M Upon Request)**
	Basin Total	**$125,921**	**Contract Maximum**

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	$200
3 Man Survey Crew	$215
Administrative Assistant I / Technical Writer	$85
GIS Analyst I	$145
GIS Technician I	$115
Field Manager	$130
Survey Technician	$155
Survey Project Manager	$165
Managing Surveyor (PLS)	$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any questions, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
Project Manager

June 1, 2026

Morgan McIlwain, PE, PMP
Freese and Nichols, Inc.
NCSU Centennial Campus, Partners I Building
1017 Main Campus Drive, Suite 1200
Raleigh, NC 27606

RE: Scope of Work – Little Cross Creek Watershed
Fayetteville Drainage Inventory/Assessment Support
ESP Proposal# 25-00523-K

Dear Ms. McIlwain:

Per your request, ESP Associates, Inc. (ESP) has prepared this proposal to provide drainage inventory and condition assessment services to support overall stormwater management initiatives for the City of Fayetteville. A description of the work to be performed is provided below followed by schedule and cost considerations.

UNDERSTANDING OF TASK

Freese and Nichols, Inc. (FNI) is a prime contractor with an existing contract (prime contract) with the City of Fayetteville, NC (City) to provide a variety of program management, engineering, and data collection services to support the City's stormwater program initiatives. One element of the prime contract is to collect/create a GIS inventory of the City's drainage system. The inventory includes a comprehensive collection/assessment of both open systems (i.e. channels, culverts, etc.) and closed-system (e.g. structures, pipes, etc.) features on both public and private property, where accessible. The City has a legacy GIS drainage inventory; however, the information is dated (10+ years old), is incomplete, and does not provide all the information needed to support current initiatives.

The current drainage inventory and assessment collection are being performed/organized on City subbasins, which range in area from less than 20 acres to greater than 200 acres but average approximately 80 acres. The City subbasins were previously assessed to determine need/priority. The current need for collection is focused on collecting the remainder of the subbasins that were not identified as "high-priority" (i.e. with greatest need for updated information). All work under this collection effort will be identified as "Priority 2" and attributed appropriately within the Data source field. Working with FNI, the City has developed a Consultant Management and Standards Manual (CMSM) (dated October 2024). The CMSM describes the specific types of features that will be collected and what information to collect for each feature. The CMSM also has an accompanying data schema (i.e. digital blueprint) for the final data structure to store the final processed inventory data (inventory geodatabase).

FNI has requested that ESP prepare this proposal to collect/create the drainage inventory for forty-five (45) subbasins within the portion of the Little Cross Creek watershed, that falls within the city limits of Fayetteville, total approximately 5.11 sq. mi. The collected and mapped data will follow both the CMSM and the City of Fayetteville Stormwater Inventory Field Collection Guide Standards. Please note

that twenty-four (24) subbasins (shown as previously studied, in the table below) have been collected within recent years as part of the Watershed Study Master Plan – Priority 1 Studies. The remaining forty-five (45) subbasins will fall within the scope of this proposal. See below for further information.

Table 1: Detailed List of Subbasin IDs

Priority 1 Subbasins Previously Collected (not within scope)	**Priority 1 Subbasins Previously Collected (not within scope)** **(continued)**	**Priority 2 (Current Scope)**	**Priority 2 (Current Scope)** **(continued)**	**Priority 2 (Current Scope)** **(continued)**
LCR_0100	LCR_1004	LCR_0301	LCR_0804	LCR_1001
LCR_0200	LCR_1005	LCR_0400	LCR_0805	LCR_1002
LCR_0300	LCR_1006	LCR_0401	LCR_0806	LCR_1007
LCR_0302	LCR_1101	LCR_0500	LCR_0807	LCR_1008
LCR_0402	LCR_1102	LCR_0503	LCR_0808	LCR_1100
LCR_0501	LCR_1103	LCR_0504	LCR_0809	LCR_1300
LCR_0502	LCR_1200	LCR_0506	LCR_0810	LCR_1400
LCR_0505	LCR_1401	LCR_0507	LCR_0811	LCR_1403
LCR_0602	LCR_1402	LCR_0600	LCR_0812	LCR_1404
LCR_0702		LCR_0601	LCR_0813	LCR_1500
LCR_0704		LCR_0700	LCR_0814	LCR_1600
LCR_0800		LCR_0701	LCR_0815	LCR_1601
LCR_0801		LCR_0703	LCR_0816	LCR_1602
LCR_0802		LCR_0705	LCR_0900	LCR_1603
LCR_1003		LCR_0803	LCR_1000	LCR_1700

The subbasins within the current scope are within the city limits, south of I-295, east of All American Fwy, west of Murchison Rd and north of Bragg Blvd and Fayetteville Technical Community College will fall within the scope of this proposal. (see Figure 1).

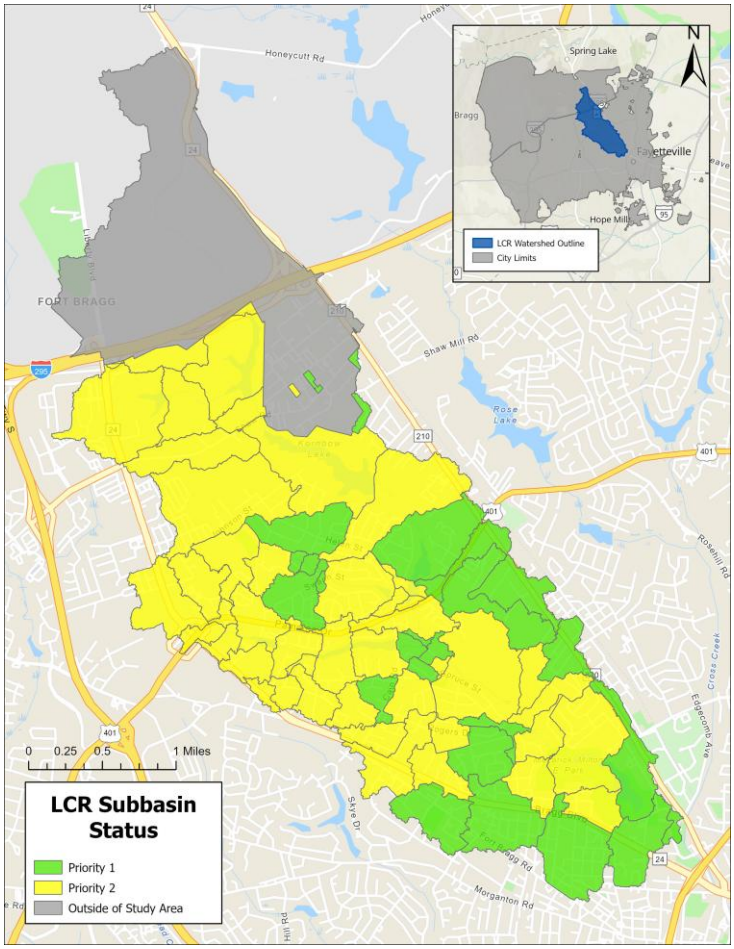


Figure 1. Remaining Little Cross Creek Subbasins for Drainage Inventory Collection

SCOPE OF TASKS

ESP will collect/create a drainage inventory within the assigned remaining Little Cross Creek subbasins for the main feature type task outlined below. Collection, processing, and deliverables will be prepared per the CMSM and associated stormwater assets geodatabase.

Prior to field collection, ESP will conduct in-office work area planning to facilitate efficient operations in the field. Work planning will include data compilation and review of available data, configuring collection devices, determining field logistics, and communicating collection standards/protocols to field staff.

PROPERTY OWNER CONTACTS

Any survey conducted on private land, outside of the public right-of-way will require property owner notification. In every case, ESP's field crews will attempt to make one-on-one contact with property owners before entering the property. All field crews will carry proper identification and a copy of the provided owner notification letter, created and mailed out by others, to give to any concerned property owners.

If access is denied by a property owner, ESP will notify FNI, who will then communicate this to the City. Along with the City, ESP/FNI will review and revise the survey plan for an alternative that will not require property access. The alternatives may include exploring remote sensing methods to obtain the structure survey information. All decisions that degrade the level of study (for example approximating a structure in a detailed study) will be presented to the City for approval.

Task 1: Stormwater Features

ESP will field-locate and attribute information for drainage system nodes (i.e. structures) and their associated connected drainage features (e.g. pipes, channels, etc.) as described in the CMSM. ESP will use GPS or total station survey equipment to locate drainage inventory "nodes", drainage structures (e.g. manholes, inlets, etc.), pipe inlets/outlets, and other "point" locations where data is physically collected. A single reference location (X, Y, and Z) will be surveyed at each node, from which all depth/invert measurements of connecting features will be referenced, to provide structure/pipe elevations. The coordinate system used will be NC State Plane NAD83/2011 (Horizontal) and NAVD88 (Vertical) datum. Feature geometry (e.g. lines representing pipes) and attributes, as required by the inventory geodatabase schema, will be recorded for the structure and connected features (e.g. pipes) using the ESRI Field Maps app or equivalent mobile data collection application. Feature geometry (e.g. lines representing pipes) will be drawn in ESRI Field Maps from upstream to downstream to correlate with the system direction of flow. In addition, an inspection record (including a photograph) will be provided at each structure (e.g. inlet, manhole) and for any connected pipe that it noted as deteriorated. Features that are not accessible will be flagged/noted in the database as such.

Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. topology rules, acceptable values, etc.). Feature information collected in this task will be used to create feature geometry and populate attributes in the appropriate stormwater asset feature classes (e.g. IDCA_SWNODE, IDCA_SWCONDUIT, etc.) and related tables.

Table 2: Stormwater Feature Cost Estimate

Task 1 Description	Estimated Unit Cost	Estimated Units	Budgeted Cost
Stormwater Features	$103	3752	$386,456
Task 1 Budget			**$386,456**

Task 2A: Detailed Structures

ESP will field-locate information for significant open-system features such as significant culvert crossings, dams, and wet/dry ponds as described in the CMSM. ESP will collect detailed survey shots (X,Y, and Z) of relevant associated sub-features such as walls, top of roadways, and outlet structures. It is anticipated that each detailed structure may have as many as 50 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each structure. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_BRIDGE', 'IDCA_CULVERT', 'IDCA_DAM' and feature classes and related tables. Structures that are not accessible will be flagged/noted in the database as such.

Task 2B: Natural Cross Sections

ESP will field locate channel cross section information for significant channels as described in the CMSM. ESP will collect detailed survey shots (X, Y, and Z) to define the channel geometry and locate physical features such as top of banks, bottom of banks, and thalweg. It is anticipated that each detailed structure may have as many as 15 separate survey shots or more. Data collected in the field will be processed and QC'd in the office to ensure data meets the requirements of the CMSM (e.g. acceptable values, etc.). In addition, an inspection record (including a photograph) will be provided at each cross section. Feature information collected in this task will be used to create feature geometry and populate attributes in the 'IDCA_SWCHANNEL' and related tables.

Table 3: Detailed Structures and Natural Cross Sections

Task 2A & 2B Itemized Cost	Estimated Units	Estimated Unit Cost	Total Budget
Natural Cross Section	54	$1,228	$66,312
Culvert	6	$1,375	$8,250
Bridge (Roadway)	1	$1,843	$1,843
Dam	7	$1,800	$12,600
Task 2 (A&B) Budgeted Cost			**$89,005**

Quality Control

ESP has implemented QC processes set in place throughout the duration of a project to ensure complete and accurate data collection. Examples of this include review of scope and CMSM manual prior to commencement of work and project kickoff meetings with field crews to discuss specific requirements of the project. In addition, ESP checks that all node features have Survey Locations (X,Y,Z) and will do independent checks on a percentage of nodes features to produce an accuracy report. Examples of additional sample QC check can be found in Table 3 below:

Table 4: Example QC Checks

QC Category	Example Checks
Data Structure	• File geodatabase is using latest/appropriate data schema • Features/Records are loaded into appropriate feature classes/tables • Relationship classes and attachments are functioning properly • Attachments are compressed and named appropriately
Geometry/Topology	• Features have proper topology (e.g. all lines connected at ends with nodes, all features are single part, linear features should not self-intersect or cross each other, pipes should only have two vertices, etc.) • Point/Linear features should be connected/snapped to form a seamless drainage network with orientation in direction of flow • Pipes should be reasonable length (generally between 5' and 400') • Pipes generally should not cross through buildings • Feature locations are reasonable with aerials/DEMs
Attribution	• All features should be populated with unique FacilityID • US/DS IDs of linear features correlate with FacilityID of attached nodes • Domain fields only contain valid domain values • Depths of structures are reasonable (generally between 0' – 20') • Values for other non-domain fields are reasonable • Depth of pipes leaving structures are at (or close to) the structure depth • Depth of incoming pipes to a structure are at or above the structure depth • Calculated pipe slopes are between -0.5% and 20% • Stubs are coded and commented properly • Structures that are coded as inaccessible or requiring maintenance have photos and appropriate comments • A-typical situations (multiple outlet pipes from one structure, pipe size restrictions moving downstream, etc.) have an explanation in the appropriate comment field

Project Coordination

ESP will coordinate with FNI throughout the project to facilitate a smooth project. Coordination with FNI is anticipated to include a brief weekly meeting (schedule subject to change as project progresses) and/or email check-in to discuss project progress, any outstanding coordination needs or any other concerns that may arise through the duration of the collection. ESP will direct all communications through FNI, unless directed otherwise by FNI or the City. In addition, ESP and FNI will schedule monthly check-in meetings with the City to provide progress updates. ESP will also create and share an online ESRI Tracker Dashboard with the City and FNI to report real time updates of current field efforts and structures flag for maintenance needs and/or access issues.

DELIVERABLES

The anticipated deliverables of this effort include:

- A populated inventory geodatabase per CMSM standards
- Project Technical Memorandum
- Survey Accuracy Report
- Individualized List and explanation for the following:
    - Collection Issues
    - Inaccessible Nodes
    - Field Observed Illicit Discharges
    - New Facility ID's that no longer match Legacy Data

SCHEDULE

ESP will begin work upon receiving Notice to Proceed (NTP). It is noted that the schedule may be subject to change due to weather and potential coordination/review time.

PROPOSAL EXCLUSIONS & ASSUMPTIONS

The above scope of services does not include (unless specifically agreed upon for each task order):

- Confined space entry
- Field collection of any features where access is denied, the feature cannot be accessed with standard equipment, and/or where conditions in the field make it unsafe for collection
- In the case where a structure is temporarily blocked, survey crews will make note and try to collect the structure information in a follow-up attempt. If a structure is still blocked after 4 visits, it will be marked as inaccessible and will be documented with notes and a representative photograph for City review.

CONTINGENCY

This task includes contingency funding for additional survey collection beyond the estimated feature counts presented above and/or to handle special cases requiring significant additional effort beyond the base scope assumptions. No work under this contingency task will be performed/billed without the written request and approval of the City.

COST ESTIMATE

ESP proposes to perform services outlined above on a Time & Materials - Not to Exceed (NTE) basis as shown in the table below (*Table 4*). The 'Estimated Cost' shown below is based on the feature count and unit costs, and/or the allowances presented above. Feature count estimates were derived from a combination of previous inventory densities collected in the watershed. Unit prices are inclusive of all field costs including mileage, per diem, hotel expenses, vehicle/equipment expenses, and other travel/field related expenses. ESP will notify FNI (as soon as it becomes evident) if it appears that the number of estimated units, and that use of the contingency allowance may be necessary. ESP will not collect features and/or invoice for beyond the total fee estimate shown below, without written approval from FNI. ESP will invoice the contract monthly cost for field and office collection.

Table 4: Cost Summary

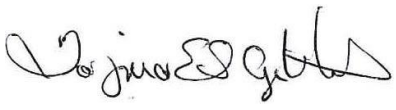
Task	Description	Estimated Cost	Payment Terms
1	Stormwater Features	$386,456	Time & Materials (NTE)
2A & 2B	Detailed Surveys (Culverts & Natural Cross Sections)	$89,005	Time & Materials (NTE)
3	GIS Integration (Detailed Surveys – 20%)	$17,801	Time & Materials (NTE)
	Base Fee Estimate	**$493,262**	**Time & Materials (NTE)**
	10% Contingency Allowance	**$49,327**	**(T&M Upon Request)**
	Basin Total	**$542,589**	**Contract Maximum**

Table 5: Hourly Rates

Position	Hourly Rate
2 Man Survey Crew	$200
3 Man Survey Crew	$215
Administrative Assistant I / Technical Writer	$85
GIS Analyst I	$145
GIS Technician I	$115
Field Manager	$130
Survey Technician	$155
Survey Project Manager	$165
Managing Surveyor (PLS)	$195

We appreciate your consideration and look forward to serving FNI on this project. If you have any questions, please do not hesitate to call me at 919-415-2732 or email me at tgibbs@espassociates.com.

Sincerely,
ESP Associates, Inc.



Toynia E.S. Gibbs, PLS, CFS
Project Manager

Exhibit B

COMPENSATION – This work authorization contains time and materials based work as shown below.

Cost Summary					
	Hours	**Labor**	**Expenses**	**ESP***	**TOTAL**
TASK 1: REMAINING FY26 EFFORT	**212**	**$48,512**	**$0**	**$105,000**	**$153,512**
Freese and Nichols Total	**212**	**$48,512**	**$0**		**$48,512**
ESP Total				**$105,000**	**$105,000**
TASK 2: BEAVER CREEK 1	**348**	**$80,540**	**$6,600**	**$802,624**	**$889,764**
Freese and Nichols Total	**348**	**$80,540**	**$6,600**	**$0**	**$87,140**
2.1 Property Owner Notifications	13	$2,910	$6,600		$9,510
2.2 Management and Coordination	85	$24,310	$0		$24,310
2.3 Quality Reviews	250	$53,320	$0		$53,320
ESP Total				**$802,624**	**$802,624**
TASK 3: CAPE FEAR 2	**113**	**$25,753**	**$2,200**	**$93,499**	**$121,452**
Freese and Nichols Total	**113**	**$25,753**	**$2,200**	**$0**	**$27,953**
3.1 Property Owner Notifications	7	$1,497	$2,200		$3,697
3.2 Management and Coordination	26	$7,436	$0		$7,436
3.3 Quality Reviews	80	$16,820	$0		$16,820
ESP Total				**$93,499**	**$93,499**
TASK 4: LITTLE ROCKFISH 2	**161**	**$35,441**	**$3,300**	**$120,197**	**$158,938**
Freese and Nichols Total	**161**	**$35,441**	**$3,300**	**$0**	**$38,741**
4.1 Property Owner Notifications	7	$1,497	$3,300		$4,797
4.2 Management and Coordination	34	$9,724	$0		$9,724
4.3 Quality Reviews	120	$24,220	$0		$24,220
ESP Total				**$120,197**	**$120,197**
TASK 5: LITTLE CROSS CREEK	**232**	**$53,424**	**$4,950**	**$517,925**	**$576,299**
Freese and Nichols Total	**232**	**$53,424**	**$4,950**	**$0**	**$58,374**
5.1 Property Owner Notifications	12	$2,624	$4,950		$7,574
5.2 Management and Coordination	60	$17,160	$0		$17,160
5.3 Quality Reviews	160	$33,640	$0		$33,640
ESP Total				**$517,925**	**$517,925**
CONTINGENCY					**$100,035**
TOTALS	**1066**	**$243,670**	**$17,050**	**$1,639,245**	**$2,000,000**

*ESP includes a 5% markup

Exhibit C

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

FREESE AND NICHOLS, INC.

APRIL 1, 2025

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES

THIS AGREEMENT, effective the day 1st of April, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **FREESE AND NICHOLS, INC.** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 1017 Main Campus Drive, Suite 1200, Raleigh, NC 27606.

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 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 engineering 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** warrants that the professional engineering services completed for **CITY** under this Agreement shall be performed utilizing the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis. **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. 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. **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. 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 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: SHEILA THOMAS-AMBAT
PUBLIC SERVICES DIRECTOR
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **FREESE AND NICHOLS, INC.**
ATTENTION: MIKE WAYTS
PRINCIPAL
1017 MAIN CAMPUS DR; STE 1200
RALEIGH, NC 27606

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**.

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
City Clerk 4/22/2025

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

DATE: 4/22/2025

[CONSULTANT'S NAME]

BY: M = Wayts

PRINT: Mike Wayts

TITLE: Principal

DATE: 3/20/2025

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

FREEAND-02 WBATESON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
	INSURER B : Valley Forge Insurance Company A+(XV)	20508
	INSURER C : Continental Insurance Company A+ (XV)	35289
	INSURER D : Travelers Casualty and Surety Company A++. XV	19038
	INSURER E :	
	INSURER F :	

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 CLAIMS-MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7063394194	10/23/2025	10/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7063394177	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063394180	10/23/2025	10/23/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063394213	10/23/2025	10/23/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			107930947	10/23/2025	10/23/2026	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROFESSIONAL LIABILITY AGGREGATE LIMIT: $10,000,000

RE: The City of Fayetteville Stormwater Department's Drainage Inventory and Assessment.

The City of Fayetteville is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella 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, Auto Liability, Umbrella Liability and Workers Compensation SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Fayetteville, NC
433 Hay St
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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AGENCY CUSTOMER ID: FREEAND-02 WBATESON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.

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City of Fayetteville

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

City Council Action Memo

File Number: 26-0545

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A11

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

THRU: **Michael Gibson, Interim Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**
Brian McGill, Assistant Public Services Director

DATE: **August 10, 2026**

RE:
Adopt Ordinance for Blanton Road Speed Limit Reduction from 35 mph to 25 mph

COUNCIL DISTRICT(S):
District 4 - CM Haire

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.
Gola 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:
At its April 6, 2026, Work Session, City Council directed Public Services staff to evaluate reducing the speed limit on Blanton Road from 35 mph to 25 mph. Following staff's report at the June 8, 2026, Regular Meeting and presentation at the August 3, 2026, Work Session, Council directed that a Speed Limit Reduction Ordinance be brought forward for approval.

The proposed ordinance would reduce the speed limit on the entirety of Blanton Road from south of Galleria Drive to Johnson Street. If approved, the change will be incorporated into the City's Traffic Schedules in accordance with Chapter 16 of the City's Code of Ordinances.

Background:
City Council unanimously passed the motion at the April 06, 2026, Council Work Session to request Public Services staff to consider a Speed Limit reduction for Blanton Road from 35 mph to 25 mph. Public Services staff provided an administrative report at the June 08, 2026 City Council Regular Session. City Council moved to have the report presented, and heard the presentation, at the August 03, 2026 Council Work Session. Council approved the Speed Limit Reduction Ordinance to be placed on an upcoming Council Agenda. Attached to this agenda item is the Speed Limit Reduction Ordinance for Council Approval.

The current speed limit posted for Blanton Road is 35 mph. Blanton Road is a

City-maintained two-lane road and is approximately 4,575 feet long, or 0.87 miles long. It has no sidewalk, and NCDOT defines it as a “local” road. The land-use abutting the road is primarily residential along Blanton Road.

The requested speed limit reduction would apply for the entirety of the road, from south of Galleria Drive to its intersection with Johnson Street. Should Blanton Road’s speed limit be reduced, all roadways that branch off from or intersect Blanton Road would remain their current respective speed limits.

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 Blanton Road will be reflected in item 12 - Speed Control.

Issues/Analysis:
The administrative report provided to Council discussing this item is File ID 26-0294, from the June 08, 2026 City Council Regular Session. The presentation provided to Council discussing this item is File ID 26-0396, from the August 03, 2026 Council Work Session.

Budget Impact:
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:
Adopt the ordinance revision to reduce the speed limit of Blanton Road, pursuant to City Council direction on August 03, 2026.

Attachments:
Blanton Road - Speed Limit Reduction Ordinance.pdf

Ordinance Number NS2026 _____

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, 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:

BLANTON ROAD	**From:** Johnson Street
	TO: South of Galleria Drive
	Speed Limit: 25 mph

Adopted this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

BY:_____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer Ayre, MPA, MMC, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 26-0535

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A12

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

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

FROM: **Christopher Cauley, MPA, CEcD, Economic & Community Development Director**
Robert Van Geons, CEcD, CEO Fayetteville Cumberland County Economic Development Corporation

DATE: **August 10, 2026**

RE:
Adopt a Resolution Supporting Skyeton, Inc., formerly identified as Project Odesa and Authorizing an Application for a $500,000 North Carolina Department of Commerce Building Reuse Grant

COUNCIL DISTRICT(S):
District 2

Relationship To Strategic Plan:
Goal II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.
Goal III - City Investment in Today and Tomorrow.
Goal IV - City is a desirable place to live, work and recreate.

Executive Summary:
City Council is asked to adopt the attached resolution supporting the City's application to the North Carolina Department of Commerce Rural Building Reuse Program on behalf of Skyeton, Inc. and authorizing the City Manager to submit the application and execute required application documents.

Skyeton, Inc. has selected a 28,479-square-foot facility at 223 Dedication Drive for its United States headquarters, unmanned aerial systems manufacturing operation and distribution center. The project is expected to create 162 full-time jobs at an average annual wage of $70,759 and make a phase-one capital investment of approximately $3.4 million in real and personal property. The City is requesting $500,000 to support eligible building renovations. The application requires a local resolution of support and a cash match equal to at least 5% of the grant request, or $25,000. This action supports the application only and does not accept or appropriate grant proceeds.

Background:
The Rural Building Reuse Program is administered by the Rural Economic Development Division of the North Carolina Department of Commerce. The program provides grants to local governments for eligible renovations to vacant buildings, expansions of buildings occupied by qualifying existing North Carolina businesses, and qualifying rural health-care projects when the improvements result in new,

full-time job creation.

Skyeton, Inc. is considering Fayetteville and Cumberland County for a headquarters, manufacturing plant and distribution center serving customers globally. The proposed location is zoned for heavy industrial use. The Fayetteville-Cumberland Economic Development Corporation, in partnership with the City's Economic and Community Development Department, is assisting with the project and grant application.

City Council previously approved a separate job-creation incentive grant of up to $121,500, payable on a pro-rata basis in three installments as the committed jobs are created. Staff will ask Commerce whether $25,000 of that previously approved local incentive may satisfy the Building Reuse Program's local cash-match requirement. The City will not represent the incentive as an approved match unless Commerce confirms its eligibility.

Issues/Analysis:
Commerce reimburses 50% of eligible Building Reuse expenditures up to the grant amount. Therefore, drawing the full $500,000 award would require documentation of at least $1 million in eligible renovation expenditures. The required 5% local cash match must come from local resources, may not be derived from other state or federal grant funds, and generally must be used for costs that are eligible under the program.

If awarded, the City would serve as the grantee and would be responsible for project oversight, payment requests, reporting and job verification. The company must create the 162 committed full-time jobs and maintain its employment baseline plus the new jobs concurrently for at least six consecutive months. Failure to meet the job commitment could require a pro-rata repayment to Commerce by the City, regardless of whether the City successfully recovers the funds from the property owner or company.

An award would require a later Council action to accept and appropriate the grant and authorize the related agreements with Commerce and the appropriate project parties. Those agreements should include repayment protections, and any security determined appropriate through legal and financial review.

Budget Impact:
No immediate expenditure or budget amendment is requested by this item. Adoption of the resolution commits the City to provide a $25,000 local cash match if the grant is awarded. Staff will first seek Commerce approval to satisfy this requirement using $25,000 of the previously approved $121,500 Skyeton, Inc. job-creation incentive. If Commerce does not accept that funding as the required match, staff will identify an alternative General Fund source or return to Council with a requested appropriation from fund balance as part of the grant-acceptance action.

Options:
1) Adopt the attached resolution supporting the application and authorize the City Manager to submit the $500,000 Building Reuse Grant application and execute required application documents.

2) Do not adopt the attached resolution or authorize submission of the application.
3) Provide other direction to staff.

Recommended Action:
Staff recommends that City Council adopt the attached resolution supporting Skyeton, Inc. and authorize the City Manager to submit the $500,000 North Carolina Department of Commerce Building Reuse Grant application and execute all required application documents.

Attachments:
Resolution of Support for the Skyeton, Inc. Building Reuse Grant Application

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA SUPPORTING AN APPLICATION TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE BUILDING REUSE PROGRAM FOR THE SKYETON, INC. BUILDING REUSE PROJECT AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPLICATION

WHEREAS, The North Carolina General Assembly has authorized funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovating vacant buildings, and implementing research and demonstration projects; and

WHEREAS, the North Carolina Department of Commerce Building Reuse Program is designed to stimulate economic activity and job creation by assisting in the productive reuse of vacant or existing buildings; and

WHEREAS, Skyeton, Inc., formerly identified as Project Odesa, has selected an existing building located at 223 Dedication Drive, Fayetteville, North Carolina, for its United States headquarters, unmanned aerial systems manufacturing operation, and distribution center; and

WHEREAS, the project is expected to create 162 new full-time jobs and support eligible renovations to the existing building; and

WHEREAS, the City intends to request $500,000 in funding assistance from the North Carolina Department of Commerce Building Reuse Program and commits to provide the required local cash match of not less than $25,000 from eligible local resources.

NOW, THEREFORE, be it resolved by the City Council of the City of Fayetteville that;

Section 1. The City Council supports the Building Reuse application and the Skyeton, Inc. project.

Section 2. If funding is awarded, the City will provide a local cash match of not less than $25,000, equal to at least 5% of the requested grant amount, from eligible local resources.

Section 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 grant.

Section 4. The City Manager is authorized to submit the application and execute all documents necessary for the application. Acceptance and appropriation of any grant award and authorization of related grant or project agreements will be subject to subsequent City Council action.

Adopted this the 10th day of August, 2026.

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: 26-0538

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A13

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

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

FROM: **Taylor Floyd, Budget & Evaluation Director**

DATE: **August 10, 2026**

RE:
Adopt Budget Ordinance Amendment to Make Technical Correction and Align Fiscal Year (FY) 2026-27 Ordinances with Authorized Funding and Update Project Budgets

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal V: Financially Sound City Providing Exemplary Services

Executive Summary:
Council is asked to adopt Budget Amendments 2027-1 and 2027-3 to incorporate necessary updates that reconcile funding levels, ensure consistency across budget and ordinance documents, align funding with Council's established directives, and appropriate debt funding authorized in the FY 2026-27 Capital Improvement Plan. These actions also include amendments that increase project budgets in accordance with approved funding sources and program requirements. The amendment includes:

- Aligning revenues and expenditures with the budgeted structure supporting scheduled debt payments in the Capital Improvement Fund.
- Increases project funding by $6,500 utilizing Passenger Facility Charges for the Airport Aqueous Film-Forming Foam (AFFF) Testing project.
- Revises revenue sources in the Airport Capital Project Fund from Airport Operating Fund Transfers to Passenger Facility Charges
- Updates grant match by $1,960 for Transit development projects, supported by a transfer from the Transit Operating Fund.
- Reclassifying the FAST Center Buildout project from the General Government Capital Project fund to the Transit Capital Project Fund to correspond with the function and asset classification of the project.
- Amendment 2027-3 appropriates operating funds to cover $121,784 in expenses to the Federal Forfeiture Project Fund.

Background:
These Budget Amendments reconcile ordinance amounts with funding levels incorporated into the FY 2026-27 Adopted Budget and to ensure consistency across all related financial documents. All revenues and expenditures associated with these items were previously authorized. The amendments update the budget to accurately

reflect funding levels, align anticipated revenue sources with budget, and incorporate minor adjustments into project budgets.

Within the Capital Improvement Fund, this amendment aligns the revenue and expenditure structure with the scheduled debt payments established in the FY 2026-27 Capital Improvement Plan. This action ensures that the ordinance reflects the intended financing plan associated with these capital investments.

In the Airport Capital Project Fund, the amendment updates revenue source classifications for the Aircraft Rescue and Firefighting (ARFF) Vehicle Project, Passenger Boarding Bridge Replacement Project, and Terminal Improvements Part III to reflect the use of Passenger Facility Charges (PFCs). Additionally, the Airport applied for and received approval through the PFC Portal to use $6,500 in PFCs for the Aqueous Film Forming Foam (AFFF) Testing project. This amendment incorporates that approved funding to ensure the ordinance aligns with the final project financing structure.

The amendment also updates a transit grant match by $1,960 to reflect the revised allocation of eligible expenditures across multiple Transit development projects. These revisions correspond to differing grant match requirements associated with items funded at various cost share levels. The updated match amount will be supported by a transfer from the Transit Operating Fund. Additionally, the FAST Center Buildout project is reclassified to the Transit Capital Project Fund to align the project with the department responsible for the asset once completed, ensuring consistency between project ownership, function, and accounting classification.

Amendment 2027-3 appropriates funding from the Fayetteville Police Department operating budget to cover $121,784 in cost recovery associated with the Equitable Sharing Program Compliance Review. The U.S. Department of Justice identified certain expenses as ineligible under MLARS program guidelines, and the City is required to reimburse these amounts to maintain compliance with the program's requirements. This action provides the necessary appropriation from the General Fund to fulfill the cost recovery obligation and ensure continued participation in the Equitable Sharing Program.

Issues/Analysis:
None.

Budget Impact:
The General Fund will be reduced by $121,784. The updates align amounts with the adopted budget, and the project changes are supported by other revenue sources.

Options:
1. Adopt Budget Ordinance Amendment 2027-1 and 2027-3 as presented.
2. Do not adopt Budget Ordinance Amendment 2027-1 and 2027-3 and provide further direction to staff.

Recommended Action:

Staff recommends that the Council adopt Budget Ordinance Amendment 2027-1 and 2027-3.

Attachments:
Budget Ordinance Amendment 2027-1
Budget Ordinance Amendment 2027-3

CITY OF FAYETTEVILLE **August 10, 2026**

2026-2027 BUDGET ORDINANCE AMENDMENT
2027-1

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 22, 2026 is hereby amended as follows:

Section 1 & 2. For the fiscal year beginning July 1, 2026, and ending June 30, 2027, the following revenues and other financing sources, along with the corresponding expenditures and other financing uses, are hereby appropriated according to the following schedule:

Schedule P: Capital Improvement Fund	Listed As	Revision	Revised Amount
Revenues and Other Financing Sources			
Ad Valorem	$ 9,646,589	$ 7,934,442	$ 17,581,031
Investment Income	-	73,229	73,229
Interfund Charges	-	3,064,384	3,064,384
Total Estimated Capital Improvement Fund Revenues and Other Financing Sources	$ 9,646,589	$ 11,072,055	$ 20,718,644
Total Estimated Capital Improvement Fund Expenditures and Other Financing Uses	$ 9,646,589	$ 11,072,055	$ 20,718,644

Section 7. The following sources of funds and other financing sources, along with the corresponding expenditures and other financing uses, are hereby appropriated for capital projects according to the following schedules:

General Government Capital Project Fund

Sources	Listed As	Revision	Revised Amount
Debt Financing	$ 14,426,152	$ -	$ 14,426,152
General Fund Pay Go	24,183,695	(2,500,000)	21,683,695
Limited Obligation Bonds	250,000	-	250,000
Other Funding Srouces	1,379,801	-	1,379,801
Enterprise Pay Go	7,037,690	-	7,037,690
Capital Rate Pay Go	5,357,234	-	5,357,234
Unassigned Capital Fund Balance	1,650,902	-	1,650,902
Total Sources	54,285,474	-	51,785,474
General Government Capital Project Fund Expenditures	$ 54,285,474	$ (2,500,000)	$ 51,785,474

Transit Capital Project Fund

Sources	Listed As	Revision	Revised Amount
Federal Funding	$ 16,839,010	$ -	$ 16,839,010
Enterprise Revenue Bonds	24,545	-	24,545
General Fund Pay Go	234,731	2,500,000	2,734,731
Other Funding Sources	79,721	-	79,721
Enterprise Pay Go	3,340,752	1,960	3,342,712
	$ 20,518,759	$ 2,501,960	$ 23,020,719
Transit Capital Project Fund Expenditures	$ 20,518,759	$ 2,501,960	$ 23,020,719

Airport Capital Project Fund

Sources	Listed As	Revision	Revised Amount
Federal Funding	$ 20,793,141	$ -	$ 20,793,141
Other Funding Sources	10,570,781	414,872	10,985,653
State Funding	10,869,612	-	10,869,612
Enterprise Pay Go	2,427,045	-	2,427,045
Unassigned Capital Fund Balance	597,290	(408,372)	188,918
	$ 45,257,869	$ 6,500	$ 45,264,369
Airport Capital Project Fund Expenditures	$ 45,257,869	$ 6,500	$ 45,264,369

Adopted this 10th day of August, 2026.

2026-2027 BUDGET ORDINANCE AMENDMENT
2027-3

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Special Revenue Fund is hereby amended as follows:

Section 7. The following sources of funds and other financing sources, along with the corresponding expenditures and other financing uses, are hereby appropriated for the Federal Forfeiture Fund according to the following schedules:

Federal and State Financial Assistance Fund

Sources	Listed As	Revision	Revised Amount
Federal Funding	$ 2,183,161	$ -	$ 2,183,161
General Fund Pay Go	-	121,784	121,784
	$ 2,183,161	$ 121,784	$ 2,304,945
Federal and State Financial Assistance Fund Expenditures	$ 2,183,161	$ 121,784	$ 2,304,945

Adopted this 10th day of August, 2026.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0164

Agenda Date: 8/10/2026 **Version:** 2 **Status:** Agenda Ready

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

Agenda Number: 7.0A14

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

THRU: **Jeffrey A. Yates, ICMA-CM, Assistant City Manager**

FROM: **Michael Gibson, Parks & Recreation Director**
Taylor Floyd, Budget & Evaluation Director

DATE: **August 10, 2026**

RE:
Adopt Special Revenue Fund Project Ordinance Amendment to Appropriate Funding for Big Cross Creek Trail Projects

COUNCIL DISTRICT(S):
District 3

Relationship To Strategic Plan:
Goal 4: The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for all residents.

Executive Summary:
The City previously received funding for the Big Cross Creek Trail Design project from the North Carolina Department of Transportation (NCDOT) through an executed agreement that has since expired. The implementation of the design is now able to move forward under the new agreement with NCDOT.

Council is asked to adopt Special Revenue Fund Project Ordinance Amendment to correct the action from (SROA) 2026-1 to align the project budgets with the terms of the updated agreement. SROA 2026-1 will reduce the appropriated NCDOT funds by $380,000 for the Big Cross Creek Trail Design project and will appropriate that $380,000 of NCDOT funding along with the $95,000 required local match and $125,000 in additional local funding to the Big Cross Creek Trail Renovation project.

Background:
Projects for the Big Cross Creek Trail support the City's efforts to expand recreational opportunities and improve connectivity through the development of greenway and trail infrastructure.

The City previously completed the 25% design plans for the project and received reimbursement from the North Carolina Department of Transportation (NCDOT) under the original agreement.

Although the original $720,000 NCDOT contract has expired, the remaining federal balance of $380,000 has been incorporated into a new agreement with NCDOT to allow the project to move forward. When the request for the new agreement was submitted, the total estimated project cost was $600,000.

Issues/Analysis:
N/A

Budget Impact:
There is no impact to the General Fund fund balance.

Options:
1. Adopt Special Revenue Fund Project Ordinance Amendment 2026-1 to align the project budgets with the updated NCDOT agreement.
2. Do not adopt Special Revenue Fund Project Ordinance Amendment 2026-1 and provide further guidance to staff.

Recommended Action:
Staff recommends Council adopt Special Revenue Fund Project Ordinance Amendment 2026-1 as presented.

Attachments:
NCDOT Agreement
Special Revenue Fund Project Ordinance Amendment 2026-1

NORTH CAROLINA

CUMBERLAND COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF FAYETTEVILLE

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 11/18/2024

TIP #: EB-5541

WBS Elements: PE 45550.1.1

OTHER FUNDING: _____

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] $380,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Fayetteville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Big Cross Creek Trail, hereinafter referred to as the Project, in Cumberland County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $380,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, the Department previously reimbursed costs to the Municipality for 25% plans; and,

WHEREAS, the reimbursement to the Municipality for this Project is limited to costs incurred beyond 25% plans; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of The Big Cross Creek Trail is 6 new miles of pedestrian and bicycle trails which will connect Smith Lake Recreation complex on Ft. Liberty Military Reservation to the confluence of the Big and Little Cross Creeks near downtown Fayetteville, North Carolina. The 10' wide paved trail for walkers, joggers, bicyclists and others utilizing non-motorized transportation will include bridges and boardwalks

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design (beyond 25% only)
- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent of eligible expenses incurred by the Municipality up to a maximum amount of Three Hundred Eighty Thousand Dollars ($380,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match $	Non-Federal Match Rate
Surface Transportation Program	$380,000	80%	$95,000	20%
Additional Local Funding	n/a	n/a	$125,000	100%
Subtotal Funding		**$475,000**		
Total Available Funding		**$600,000**		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or $60,000, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

COMPLETION DATE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

MILESTONE DATES AND REVISIONS

The Municipality is responsible for regularly updating project milestones throughout the life of the project. If project milestones are near (or have passed without completion) and have not been updated to a realistic schedule by the Municipality, the Department reserves the right to revise the milestones accordingly. Revisions by the Department could lead to milestones being pushed into another fiscal year resulting in a change to the STIP. The Department is not responsible for project delays caused by these milestone revisions.

EXTENDING COMPLETION DATE

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies*

and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National

Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at https://www.ncleg.gov/Laws/GeneralStatutes and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility

funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at https://www.ncleg.gov/Laws/GeneralStatutes ; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition,

drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at https://www.ncleg.gov/Laws/GeneralStatutes.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/resources/Specifications/Pages/2024-Specifications-and-Special-Provisions.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at https://connect.ncdot.gov/projects/construction/pages/construction-manual.aspx, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Big Cross Creek Trail, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation

- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $380,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

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.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF FAYETTEVILLE

BY: _____

TITLE: City Clerk

BY: _____

TITLE: City Manager

DATE: 02/26/2025

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

56-6001226

City of Fayetteville

Remittance Address:

P.O. Box Drawer D

Fayetteville, NC 28302

DEPARTMENT OF TRANSPORTATION

Signed by:

BY: Patrick A. Norman

34F914AC31694A5...

(CHIEF ENGINEER)

DATE: 06/25/2025

Initial

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1/08/2025 (Date)

PROJECT ORDINANCE AMENDMENT
CHANGE TO AMENDMENT 2026-1 (ORD 2014-7)

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

Section 1. The project change authorized is for the funding of the Big Cross Creek multi-use trail design project, which will include preliminary engineering, planning, and environmental services, and design documents.

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(s):

	Listed As	Amendment	Revised
Big Cross Creek Trail Phase 1:			
North Carolina Department of Transportation	$ 720,000	$ -	$ 720,000
Local Match - Local Fund Transfer	460,000	(380,000)	80,000
	$ 1,180,000	$ (380,000)	$ 800,000
Big Cross Creek Trail Phase 2:			
North Carolina Department of Transportation	$ -	$ 380,000	$ 380,000
Local Match - Local Fund Transfer	-	220,000	220,000
	$ -	$ 600,000	$ 600,000

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

	Listed As	Amendment	Revised
Big Cross Creek Trail Phase 1 Project Expenditures	$ 1,180,000	$ (380,000)	$ 800,000
Big Cross Creek Trail Phase 2 Project Expenditures	$ -	$ 600,000	$ 600,000

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

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

Adopted this 10th day of August 2026.

City of Fayetteville

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

City Council Action Memo

File Number: 25-4875

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A15

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

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

FROM: **Roberto E. Bryan Jr., Chief of Police**
Taylor Floyd, Budget & Evaluation Director

DATE: **August 10, 2026**

RE:
Adoption of Special Revenue Fund Project Ordinance to Appropriate the Governors Crime Commission State Crisis Intervention Program & Community Violence Intervention and Prevention Grant Award

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
The City has been awarded grant funding for the State Crisis Intervention Program (SCIP) & Community Violence Intervention and Prevention from the Governors Crime Commission. Council is asked to adopt Special Revenue Fund Project Ordinance 2027-1 to appropriate $250,000 for the reduction of violent crimes committed by youth and repeat offenders.

This project focuses on youth at-risk of being involved in violence. Through close collaboration with School Resource Officers (SROs), law enforcement and partnering agencies will work together to identify and connect youth with critical support services. By leveraging the daily presence and relationship SROs have within schools, the program will enhance early intervention efforts, reduce potential for criminal behavior, and expand access to prevention & intervention strategies.

Background:
This project will occur in collaboration with the Marius Maximus Foundation and Group-Theory local nonprofit organizations. The Marius Maximus Foundation will work with at-risk youth to refer to wraparound service providers and other essential resources. This partnership is designed to reduce juvenile involvement in the justice system by improving access to mental and behavioral health services and strengthening family stability.

Group-Theory will work to implement a full-time hospital liaison program, known as the Hospital Violence Intervention Professional (HVIP) initiative. The HVIP will respond to patients presenting with violent injuries at local hospitals, offering immediate

trauma-informed support. Their role includes building trust with victims, families, and social circles, assessing the risk of retaliatory violence, and encouraging participation in psychosocial services and community-based programs.

Issues/Analysis:
The grant performance period extends through September 30, 2027.

Budget Impact:
There is no impact on the General Fund fund balance.

Options:
1. Adopt Special Revenue Project Ordinance 2027-1 to appropriate the grant funding.
2. Do not adopt Special Revenue Project Ordinance 2027-1 and provide further guidance to staff.

Recommended Action:
Staff recommends that Council adopt Special Revenue Fund Project Ordinance 2027-1 as presented.

Attachments:
Special Revenue Fund Project Ordinance 2027-1
Grant Award Letter

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2027-1

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 State Crisis Intervention Program & Community Violence Intervention and Prevention Grant awarded by the N.C. Governors Crime Commission.

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:

Governors Crime Commission - State Crisis Intervention Program	$ 250,000

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

Project Expenditures	$ 250,000

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 10th day of August, 2026.

GCC Application ID: 2000082406

Subrecipient:	CITY OF FAYETTEVILLE	*Project Name:	FPD-BCIHVC grant
Created On:	3/26/25	Indirect Cost Rate:	0.00
Program Priority:	SCIP - 2025 - BCIHVC-cap250K/yr	Matching Funds %:	0.00
Period of Perform... :	Oct 1, 2025	Maximum Budget Amount:	250,000.00
Period of Performance (To):	Sep 30, 2027		

Abstract Narrative

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone:(919) 733-4564 Fax:(919) 733-4625

http://www.ncdps.gov/gcc/

GRANT AWARD

Project Name: FPD-BCIHVC grant

Grant Period: 10/01/2025 - 09/30/2027

Agreement Number: 2000082406

Subrecipient: CITY OF FAYETTEVILLE

Implementing Agency: Fayetteville Police Department/ City of Fayetteville

Authorizing Official: Douglas Hewett

Project Director: Shakiesha Wilson

Source: 2023 BYRNE-STATE CRISIS INTERVENTION PROGRAM

Federal Grant Number: 15PBJA-23-GG-00043-BSCI

CFDA #: 16.738

Match Funding Required (%): 0.00%

Federal Funding Award (%): 100.00%

Match Funding Required ($): $0.00

Federal Funding Award ($): $250,000.00

Grant Manager: Matthew Stuart

Total Project Budget ($): $250,000.00

On behalf of the Secretary of the Department of Public Safety, the Governor's Crime Commission (GCC) hereby awards this grant funding based upon the final application and in accordance with the laws and regulations of the United States and the State of North Carolina. Your funding initially is from the federal grant source listed herein. As funding levels change, the source of the funds may change. Subrecipients agree that they will abide by, and meet all match requirements, indicated above as Match Funding.

To view additional funding details, including totals by year and by expense type, you may access an Agreement Budget Summary in the North Carolina Enterprise Business System (EBS).

Award requirements include not only the conditions and limitations set forth in the application and special conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., code of federal regulation). Therefore, all key staff should receive the special conditions, the assurances and certifications provided GCC, and the application as approved by GCC, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award. No alterations of any kind may be made to this grant award.

The Special Conditions for this grant are posted publicly in the Governor's Crime Commission folder at https://public.powerdms.com/DPSNC/tree and also incorporated into this agreement.

_____ By initialing here, I certify, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted on our behalf a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

Authorizing Official

Signature of Authorizing Official Date

Douglas Hewett

Name of Authorizing Official

Governor's Crime Commission

Signature of Director Date

Caroline Farmer, Executive Director

Name and Title of Director

Project Director

Signature of Project Director Date

Shakiesha Wilson

Name of Project Director

Federal Award Identification Worksheet

Federal award identification :	2023 BYRNE-STATE CRISIS INTERVENTION PROGRAM
Project ID :	2000082406
Subrecipient :	CITY OF FAYETTEVILLE
Federal Award Identification # (FAIN) :	15PBJA-23-GG-00043-BSCI
Unique Entity ID (UEI) :	M7SAWYCADYW1
Federal award date :	October 1, 2022 To September 30, 2026
Subaward period of performance start and end date :	October 1, 2025 To September 30, 2027
Federal funds obligated in this agreement :	$250,000.00
Federal funds obligated to the subrecipient :	$250,000.00
Total federal award :	$7,619,902.00
Indirect cost rate for the federal award :	We do not receive an indirect cost rate
Indirect cost rate to be used by the subrecipient :	0.00%
Identification of whether the award is research and development (R&D) :	We do not fund research and development
Pass through entity and awarding official :	NC Governor's Crime Commission Caroline Farmer, Executive Director Caroline.Farmer@ncdps.gov
Federal awarding agency :	United States Department of Justice - Office of Justice Programs - Bureau of Justice Assistance
Federal award description :	This award will further the USDOJ's mission and enhance the State of North Carolina's mission by assisting state and local entities to prevent or reduce crime and violence. This program will have a particular focus on gun violence and the programs and initiatives that target the risk factors that are likely to lead to this kind of violence.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0427

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A16

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

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

FROM: **Roberto E. Bryan Jr., Chief of Police**
Taylor Floyd, Budget & Evaluation Director

DATE: **August 10, 2026**

RE:
Accept the Juvenile Restitution Program Grant Awarded by the North Carolina Department of Public Safety and Adopt the Special Revenue Fund Project Ordinance to Appropriate Funds

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
The City has been awarded grant funding from the North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program. Council is asked to adopt Special Revenue Fund Project Ordinance 2027-2 to appropriate $103,263 for personnel and operating costs of the Fayetteville-Cumberland Juvenile Restitution Program.

The $103,263 appropriation includes the $75,795 grant award, the City's local match of $16,941 and Cumberland County's local match of $10,527.

Background:
The Fayetteville-Cumberland Juvenile Restitution Program focuses on making juvenile offenders, typically between the ages of 11 and 17, accountable to the community and/or victim(s) through community service work. Youth are referred to the program to complete court-ordered community service and/or restitution requirements.

The program provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, the program focuses on changing the juvenile's attitude and negative behavior through positive reinforcement and life experiences. It is the goal of the program to decrease future criminal misbehavior by those served.

Issues/Analysis:
The grant performance period extends through June 30, 2027.

Budget Impact:
There is no impact on the General Fund fund balance. The City's local match of $16,941 is funded as part of the Police Department's fiscal year 2026-27 adopted operating budget.

Options:
1. Accept the Juvenile Restitution Program grant and adopt Special Revenue Fund Project Ordinance 2027-2.
2. Do not accept the Juvenile Restitution Program grant or adopt Special Revenue Fund Project Ordinance 2027-2 and provide further guidance to staff.

Recommended Action:
Staff recommends that Council accept the grant and adopt Special Revenue Fund Project Ordinance 2027-2 as presented.

Attachments:
Special Revenue Fund Project Ordinance 2027-2
Program Agreement

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2027-2

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 Juvenile Restitution Program Grant awarded by the N.C. Department of Public Safety through the Juvenile Justice and Deliquency Prevention Program.

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:

Juvenile Restitution Program Grant	$	75,795
Local Match - City		16,941
Local Match - County		10,527
	$	103,263

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

Project Expenditures	$	103,263

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 10th day of August, 2026.

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

North Carolina Department of Public Safety
Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 26-27	**DPS/JCPC FUNDING # (cont only)**	526-XXXX
COUNTY:	Cumberland	**AREA:**	Central Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	Fayetteville-Cumberland Juvenile Restitution Program		

SPONSORING AGENCY:	Fayetteville Police Department			
SPONSORING AGENCY PHYSICAL ADDRESS:	467 Hay Street Fayetteville	NC	28301	
SPONSORING AGENCY MAILING ADDRESS:	467 Hay Street Fayetteville	NC	28301	
TYPE:	Public		**FEDERAL ID #**	566001226

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
46627	Fayetteville-Cumberland Juvenile Restitution Program	Restitution/Community Service	$ 103,263
		Total cost of components:	$ 103,263

Program Manager Name & Address *(same person on signature page)*

Name:	Lt. Ranessa Wallace	**Title:**	Program Manager		
Mailing Address:	467 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1885	**Fax:**	(910) 433-1042	**E-mail:**	RanessaWallace@fayettevillenc.gov

Contact Person *(if different from program manager)*

Name:	Deirdre Melvin	**Title:**	Program Coordinator		
Mailing Address:	467 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1020	**Fax:**	(910) 433-1042	**E-mail:**	deirdremelvin@fayettevillenc.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Tiffany Murray	**Title:**	Chief Financial Officer		
Mailing Address:	433 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1682	**Fax:**	(910) 433-1680	**E-mail:**	TiffanyMurray@FayettevilleNC.gov

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

SECTION I B: PROGRAM COMPONENT DESCRIPTION	
COMPONENT ID #	**COMPONENT INFORMATION**
46627	**NAME OF COMPONENT:** Fayetteville-Cumberland Juvenile Restitution Program **BRIEF DESCRIPTION:** Fayetteville Police Department's Restitution and Community Service Program provides opportunities for juveniles to be accountable for their actions to the community and/or to victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court agreement, or diversion contract.

SECTION II: COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Fayetteville-Cumberland Juvenile Restitution Program				**Component ID #** 46627	
What is this component's maximum client capacity at any given time?				20	
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	90	Days
Total Component Cost:	$103,263	÷ by	Estimated # to be served during funding period:		100
Estimated Average Cost Per Youth:			$1,033		

Applies to continuation programs only.		Actual number of youth admitted FY 24-25:	85
	84	Number of admissions Juvenile Justice Referred	98.82% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	1	Number of admissions District Court Referred	1.18% of total admissions
		Actual number served FY 24-25:	105

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

SECTION III: COMPONENT SUMMARY	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Summary Report of the Cumberland County Juvenile Crime Prevention Council Risk/Needs/Strengths Assessment

1) RISK is strictly limited to risk of reoffending. NEEDS represents the overall service needs we need to wrap around the juvenile. Low NEEDS correlates a high STRENGTHS Levels. Overlap may occur for the same juvenile during reassessment as part of each juvenile's case planning process. 2. The domain data sets only include juveniles who scored moderate to high risk on the YASI full assessment (44% for State were considered low risk and 35% for Cumberland County after receiving full assessment). 3. Data from full YASI assessment represents around 104 different items compared to the YASI pre-screen of around 34 items. Juveniles that only scored low risk on the pre-screen did not move forward to the full screening process so data set is limited to a few questions in the individual family, school and peer domains. Every juvenile who showed up in this data set scored moderate on the pre-screen. When assessed on the full screen they fell to low risk because the range of points in the Full YASI are much broader than the pre-screen tool. 4. In FY 2024-2025, there were 35,730 in Cumberland County ages 10-17 (target age range for North Carolina Department of Public Safety Division of Juvenile Justice and Delinquency Prevention Juvenile Court Services). Children under 10 years old are no longer chargeable unless it is a serious offense and they are given a status of "vulnerable juveniles" who are not processed through the juvenile justice system. 5. 655 YASI Full Assessments were completed in FY 24/25. THE YASI data set includes history in domains: Legal History, Family, School, Community&Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Employment and Free Time.

FY 24/25 Weapons offenses for Cumberland County was at 25% which was 7% higher than State; Person Crimes for Cumberland County was at 70% which was 29% higher than State; Felony Crimes for Cumberland County was at 57% which was 22% higher than State.

FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The target population is youth between the ages of 10-18 who are either (1.) under the jurisdiction of the Court and/or Interstate Compact of Juveniles; (2.) Diverted from Juvenile Court by Juvenile Court Counselor; referred by Law Enforcement of School Resource Officer; or referred by Teen Court. The program will monitor youth to ensure that community service and restitution activities are completed safely and timely. 18 year olds or older will be served under the following conditions: On probation or otherwise under supervision of Juvenile Court Services or not under juvenile court supervision but referred by SRO/School as a diversion from Juvenile Court Services or District Court, or as part of a School Justice Partnership Agreement, if still attending school and consents to participate.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and

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SECTION III: COMPONENT SUMMARY	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in the program.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

75% Clients will have no new complaints with an offense date after the admission date.

75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.

75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

75% Clients will demonstrate accountability by actively participating in restitution/community service activities.

75% Clients will have no new adjudications for a complaint with an offense date after the admission date.

5. Elevated Risks and Needs: *Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.*

The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:

1. Negative Peer Relationships.
2. School Behavior Problems.
3. Behavioral Health Needs (Mental Health/Substance Abuse)
4. Family Conflict/Parenting Skills
5. Runaway Behavior

The Fayetteville-Cumberland Juvenile Restitution Program will provide opportunities for the offending juveniles to be held accountable for their offenses and attitude toward deviance. Juveniles will perform community service throughout the city and county to work hours and earn restitution monies to reimburse their victims.

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SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Location: *List physical address(es) and describe where program services are delivered.*

467 Hay Street, Fayetteville, NC 28301

List of Worksites are as follows: Balm in Gilead, 3110 Doc Bennett Rd, Fayetteville, NC 28306; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Tru Blendz Barbershop, 1555 Cain Rd, Fayetteville, NC 28303;Robeson Street Barber Shop, 1015 Robeson Street; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301. Juveniles also perform community service hours working in their community. Juveniles rake/ mow yards of neighbors in their community while parents/guardians supervise and take video of juveniles performing work. All worksites adhere to all safety procedures concerning COVID-19. Program staff makes contact with worksites each week to get an update on juveniles' performance and hours earned. Work schedules are developed to avoid interference with school and other important activities for the youth and family.

2. Operation: *Describe the daily/weekly schedule of program operation.*

FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday. The Program Coordinator makes contact with worksite supervisors, guardians and/or outside work agencies supervising juveniles for community service to get updated work hours on juveniles, make contact with victims to get required information in order for the victim to receive restitution, update court counselors, pick up referrals from courthouse weekly and attend monthly JCPC meetings.

Juveniles complete their community service by assisting elderly in their community (mowing lawns, picking up trash, washing vehicles, all household/cleaning). Juveniles also assist disabled veterans working with staff at Veterans Empowering Veterans. Parents/Guardians have ensured juveniles complete work by sending videos and photos of juveniles working in the community.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.

The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.

The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supevises. The coordinator is responsible for recruiting worksites, worksite inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.

The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service: Restitution / Community Service; Secondary Service: None

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

The Program Coordinator will obtain referrals from the local DJJDP office, Law Enforcement or School Resource Officer or referred by Teen Court. All referrals are reviewed by program coordinator and are accepted with the exceptions of no shows for intake process. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Juvenile has attended scheduled work appointments consistently and on time and completed all hours. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not work consistently and did not show up on time and did not meet all behavior goals, but did complete hours. Unsuccessful: Failure to attend work assignments consistently or refusal to show up. Non-Compliance: Unexcused absences or refusing to participate in work assignments. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor SRO's, Law Enforcement and/or Teen Court. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program Coordinator is responsible for making termination decisions. Written termination forms are completed to notify referral source and parent/guardian of program outcomes.

How is the referring agency involved with the termination process?

Court Counselors advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that incur personal/property injury or damage and seek reimbursement. Once the community service work requirements

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
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has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.

Although, the program has not received referrals from SRO's, Teen Court and Law Enforcement; once the program receives referrals from these agencies, The program will ensure juveniles perform all tasks to get work completed. The program will maintain all documentation (hours/days worked) and report to agency weekly. Once the juvenile has completed hours, the program will email all supporting documentation to agencies.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors, Law Enforcement, Teen Court and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile court counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the NCDPS Juvenile Justice office monthly.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date.

The program ensures to alleviate transportation barriers by providing worksites closer to the family's residence. The program also provides transportation for juveniles without any transportation in the home to ensure the juvenile complete their court ordered community/restitution hours.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).

Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]

While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54]

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[55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.

The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.

SECTION V: TERMS OF AGREEMENT

This Agreement is entered into by and between Department of Public Safety *(hereinafter referred to as DPS),* and **Cumberland** County *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Fayetteville Police Department** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Terms of Agreement

This Agreement shall become effective **Jul 1, 2026** and shall terminate **Jun 30, 2027**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed $75795 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring;*

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed

expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and with the due dates established by DPS;

14. Make personnel reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);

2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).

6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

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Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC* and

Community Programs Section-Funded Programs Minimum Standards Policy,
Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Governments or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention
Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be

uploaded in NCALLIES when submitting a Program Application.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement, *No Overdue Tax Debts,* completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.
Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed, before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.
Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by

giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

SECTION VI: BUDGET NARRATIVE		
Fayetteville-Cumberland Juvenile Restitution Program	Fiscal Year	FY 26-27

Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @28.61, 59,508/2080; Cost of living increase @4.61%, 2,743 (This is the actural formula expense. Actual cash reduced based on JCPC award)	$53,251	
180	FICA 7.65% ($4,552.36), Retirement 14.86% ($8,842.88) Worker's comp 2.70%($1,606.72), Dental life ins., Health ins, $9,823, longevity pay 7.5%($4,463.10.), 401K,4%, $2,380 (This is the actual formula expense. Actual cash reduced based on JCPC award)	$21,678	
250	1 Program Vehicle-Fuel Cost ($814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	$814	
260	Paper, toner, discs, etc	$300	
310	Staff Development Conference/Training Expense	$300	
320	Postage	$100	
350	1 Program Vehicle- Maintenance/Repair Expenses ($1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ $8.00 per hour x3,125	$25,000	
450	Liability insurance coverage for 100 clients @3.25 $85 Annual Membership	$410	
450	Accident insurance @$3.25. per client for 100 clients, $85 Annual Membership	$410	
TOTAL		**$103,263**	**$0**

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	$2,743	
Program Coordinator - $28.61/hr x 40/hrs=$1,144.40/wk x 52 weeks=$59508	$50,508	
TOTAL	**$53,251**	

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	Fayetteville-Cumberland Juvenile Restitution Program		
Fiscal Year:	FY 26-27	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services	**$74,929**		**$74,929**
120 Salaries & Wages	$53,251		$53,251
180 Fringe Benefits	$21,678		$21,678
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$1,114**		**$1,114**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials	$814		$814
260 Office Supplies and Materials	$300		$300
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$26,400**		**$26,400**
310 Travel & Transportation	$300		$300
320 Communications	$100		$100
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance	$1,000		$1,000
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$25,000		$25,000
IV. Fixed Charges & Other Expenses	**$820**		**$820**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$820		$820
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$103,263**	**$0**	**$103,263**

Docusign Envelope ID: 7128E383-8AAB-8807-816B-C3CB48ED668A

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 26-27	**Cumberland County**	**Funding ID: 526-XXXX**
Sponsoring Agency:	Fayetteville Police Department	
Program:	Fayetteville-Cumberland Juvenile Restitution Program	

$75,795	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
$10,527	**County Cash**	Cumberland County	*(Specify Source)*
$16,941	**Local Cash**	PD City of Fayetteville	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$103,263	**TOTAL**	$15,159	$27,468
		Required Local Match	Match Provided

DocuSigned by:
Cindy Porterfield
798FE7A4BD9F419...

6/26/2026

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Signed by:
Robin M Koonce
47DF694FABC24C4...

6/25/2026

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Signed by:
Mike Fiala
E25061365C004AE...

6/18/2026

Chair, Juvenile Crime Prevention Council **Date**

Signed by:
Lt. Ranessa Wallace
7ABDF5C255EF492...

6/18/2026

Program Manager **Date**

Certificate Of Completion

Envelope Id: 7128E383-8AAB-8807-816B-C3CB48ED668A
Status: Completed
Subject: DPS eSignature Request for Cumberland 526-10413 Fayetteville-Cumberland Juvenile Restitution Program
Source Envelope:
Document Pages: 20
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
DPS-DJJ Community Programs
3040 Hammond Business Pl
Raleigh, NC 27603
djjdp.applicationsupport@ncdps.gov
IP Address: 207.4.107.7

Record Tracking

Status: Original
6/18/2026 11:11:20 AM
Holder: DPS-DJJ Community Programs
djjdp.applicationsupport@ncdps.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Lt. Ranessa Wallace RanessaWallace@fayettevillenc.gov Security Level: Email, Account Authentication (None)	Signed by: Lt. Ranessa Wallace 7ABDF5C255EF492... Signature Adoption: Pre-selected Style Using IP Address: 70.62.125.130	Sent: 6/18/2026 11:11:21 AM Viewed: 6/18/2026 12:59:31 PM Signed: 6/18/2026 2:15:05 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 12:59:31 PM ID: 90ece507-75ac-4462-89e9-5a69f93e9670		
Mike Fiala mike.fiala@smithdempster.com Security Level: Email, Account Authentication (None)	Signed by: Mike Fiala E25061365C004AE... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:5614::b Signed using mobile	Sent: 6/18/2026 2:15:07 PM Viewed: 6/18/2026 3:15:22 PM Signed: 6/18/2026 3:15:32 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 3:15:22 PM ID: 3c6a762a-6b68-480c-b9ac-4e83a4a7e915		
Robin M Koonce rdeaver@cumberlandcountync.gov Finance Director/CFO Security Level: Email, Account Authentication (None)	Signed by: Robin M koonce 47DF694FABC24C4... Signature Adoption: Pre-selected Style Using IP Address: 152.31.99.50	Sent: 6/18/2026 3:15:34 PM Viewed: 6/25/2026 5:08:19 PM Signed: 6/25/2026 5:08:59 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2026 5:08:19 PM ID: 31fd9f95-73c0-428d-9044-f1b3dbd10738		
Cindy Porterfield cindy.porterfield@ncdps.gov Director of Juvenile Community Programs NC Dept of Public Safety Security Level: Email, Account Authentication (None)	DocuSigned by: Cindy Porterfield 798FE7A4BD9F419... Signature Adoption: Pre-selected Style Using IP Address: 2603:6081:6d00:f432:309c:6a7a:2533:bac2	Sent: 6/25/2026 5:09:00 PM Viewed: 6/26/2026 10:34:24 AM Signed: 6/26/2026 10:34:32 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2026 11:11:21 AM
Certified Delivered	Security Checked	6/26/2026 10:34:24 AM
Signing Complete	Security Checked	6/26/2026 10:34:32 AM
Completed	Security Checked	6/26/2026 10:34:32 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, NC Dept of Public Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact NC Dept of Public Safety:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.pozun@ncdps.gov

To advise NC Dept of Public Safety of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.pozun@ncdps.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from NC Dept of Public Safety

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NC Dept of Public Safety

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify NC Dept of Public Safety as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by NC Dept of Public Safety during the course of my relationship with you.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0519

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A17

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

THRU: **Michael Gibson, Interim Assistant City Manager**
Jeffrey Yates, ICMA-CM, Assistant City Manager

FROM: **Tyffany L. Neal, MPA, Transit Director**
Taylor Floyd, Budget & Evaluation Director

DATE: **August 10, 2026**

RE:
Approve Federal Transit Administration Grant NC-2026-040

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:
The City received grant funding from the Federal Transit Administration (FTA) in the amount of $621,693 with a required local match of $155,307 in order to overhaul transit buses.

Background:
The overhaul process includes replacing major bus components including engines, transmissions, dual power inverter module, as well as hybrid system components. These overhauls preserve the remaining useful lives of aging buses, which will provide the City with continued reliable service from existing equipment as well as a reduced impact on maintenance operations due to unanticipated equipment repairs.

Issues/Analysis:
N/A

Budget Impact:
This grant was included in the Fiscal Year 2026-27 Adopted Budget. The local match is funded by the Transit Operating Fund.

Options:
1) Accept FTA Grant NC-2026-040.

2) Do not accept FTA Grant NC-2026-040 and provide further guidance to staff.

Recommended Action:
Staff recommends that the Council accept FTA Grant NC-2026-040 as presented.

Attachments:
FTA Grant NC-2026-040

Internal Form

Grant Title or Program Name: FY26 5307 Capital Project

Application Deadline: N/A

Department: Transit Department

Contact Person: Tyffany Neal

Title: Transit Director

Phone Number: 910-433-1221

Email: TyffanyNeal@FayettevilleNC.gov

Comment: Budget Team, please review the Local Match requirement.

Date Received the Complete Packet: 6/29/26

Grant Routing Form Checklist

Documents included:

- ☑ Completed Grant Routing Form
- ☑ Copy of Grant Application
- ☐ Notice of Funding Opportunity (NOFO)
- ☐ Additional / Supporting Documents

Reviewed and Signed By:

Dr. Raquel Booyer

CMO Grants Manager

City Manager's Office

Phone Number: 910-433-1429

Email: RaquelBooyer@FayettevilleNC.Gov

Date: 6/29/26

Appendix A:

Grant Proposal Form:

Please include a copy of the grant application/agreement that includes an executive summary of all terms, conditions, and commitments along with a copy of the budget narrative and budget detail. Include who is to sign the application and where

SECTION 1: Applicant Information

Department:	Transit Department
Contact Person:	Tyffany Neal
Title:	Transit Director
Email Address:	TyffanyNeal@FayettevilleNC.gov
Phone Number:	(910) 433-1221

SECTION 2: Grant Details

Grant Title or Program Name:	FY26 5307 Capital Project
Funding Source: Ex: Federal, State, Local, Private	Federal
Administering Agency Ex: NC Department of Commerce	FTA
CFDA/ALN # *Requires for Federal awards	20526
Application Deadline:	N/A
Grant Period of Performance: Start and End Date:	March 30, 2034
Matching Funds Required (Y or N) If yes, amount or percentage Source of Matching Funds	Y; 20% Local match required
Pre-application or Letter of Intent Required	N/A

SECTION 3: Project Information

Project Title:	FY26 5307 Capital Project
Project Location:	Transit Department
Brief Description (include goals and objectives):	Capital Project - Overhauls
How project aligns with the City Strategic Plan:	Goal 4: Live, work, recreate

SECTION 4: Budget Summary

Category	Grant Funds	Matching Funds	Total
Personnel			
Equipment			
Supplies			
Travel/Training			
Contracted Services			
Other (specify)			
Total	$621,693	$155,307	$777,000

Indirect Cost Rate (if any): N / A

Funding Sustainability After Grant Ends (Required if grant is funding personnel): N/A

SECTION 5: Internal Approvals

Department Director Signature: (Neal) Date: 06.26.26
CFO: Date: 7/16/2026
Budget Director: Date: 7/14/26
City Manager's Office (ACM): Date: 07/17/26

DOT FTA

U.S. Department of Transportation | Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	NC-2026-040
Award with Amendment Number	NC-2026-040-00
Temporary Application Number	1112-2026-3
Award Name	FY26 5307 Capital Project
Award Status	Obligated / Ready for Execution
Budget Revisions	0

Period of Performance Start Date	6/25/2026		
Original Period of Performance End Date	3/30/2034		
Current Period of Performance End Date	3/30/2034	Revision #: 0	Approved?: Yes

Budget Period Start Date	6/25/2026
Budget Period End Date	3/30/2034

Part 1: Recipient Information

Name: FAYETTEVILLE, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1112	City	CITY OF FAYETTEVILLE	M7SAWYCADYW1	

Location Type	Address	City	State	Zip
Physical Address	467 HAY ST	FAYETTEVILLE	NC	28301
Mailing Address	467 HAY ST	FAYETTEVILLE	NC	28301

Union Information

Union Name	**NONE**

Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: FY26 5307 Capital Project

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
NC-2026-040-00	Obligated / Ready for Execution	Grant	Region 4	5/26/2026	5/26/2026	No

Award Executive Summary
This grant requests the use of $621,693 of (potentially lapsing) FY21 Section 5307 Urbanized funds. Transit will use these funds (in addition to apportionment funds) to cover the costs of a mid-life overhaul for several Fixed Route buses. The mid-life overhauls will allow FAST to preserve the life of Fixed Route buses halfway through the useful life of these buses.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list. In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

The Safety and Security 5307 requirements are covered in grant NC-2026-020-00 noting "A minimum of 0.75% of the Section 5307 urbanized area funds will be expended on safety related projects. A minimum of 1% of annual apportionment will be used to support contracted security services. These are under both ALIs 30.09.03. One ALI 30.09.03 is specifically for security services."

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
This grant requests the use of $621,693 of (potentially lapsing) FY21 Section 5307 Urbanized funds. Transit will use these funds (in addition to apportionment funds) to cover the costs of a mid-life overhaul for several Fixed Route buses. The mid-life overhauls will allow FAST to preserve the life of Fixed Route buses mid-way through the useful life of these buses.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list.

Activities to be performed:
Transit will utilize these funds to complete mid-life overhauls (i.e. major component replacements (i.e. engine, transmission, DPIM, hybrid systems, etc.)) on Fixed Route buses.

Expected outcomes:
Transit will use these funds to cover the costs of mid-life overhauls on several Fixed Route buses. A replacement vehicle schedule is attached.

Intended beneficiaries:
The Transit operation will benefit from Fixed Route buses that have been "overhauled", ultimately, requiring less preventative maintenance as well as improved working conditions in our maintenance facility.

Subrecipient Activities:
There will be no sub-recipients for this grant.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Guanying	Lei	General Engineer	guanying.lei@dot.gov	(404) 865-5615
John	Crocker	Community Planner	john.crocker@dot.gov	(404) 865-5624
Tyffany	Neal	Transit Director	tyffanyneal@fayettevillenc.gov	(910) 433-1221

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$621,693
Local			$155,307
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$777,000**

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2026-040-01-00	111-00 (111-A1) BUS - ROLLING STOCK	$621,693.00	$155,307.00	$777,000.00	9
NC-2026-040-01-00	11.17.00 VEH OVERHAUL (UP TO 20% VEH MAINT)	$621,693.00	$155,307.00	$777,000.00	9

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NC-90-X910	NC-2026-040-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	379630	Fayetteville, NC	2021.25.90.91.2	09	Urbanized Area Formula Grants	$621,693	$621,693

Part 3: Project Information

Project Title: FY26 Capital Project - Mid-Life Overhauls

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NC-2026-040-01-00	1112-2026-3-P1	5/27/2026	6/1/2026	6/30/2027

Project Description
The project will use FFY21 Section 5307 urbanized area apportionment for capital expenditures. This capital funding provides for the mid-life overhaul of Fixed Route buses that have reached the mid-cycle within their useful life. These overhauls consist of, but are not limited to, engine/transmission replacements, hybrid system replacements, major component replacements, etc.

This project will be carried out within the Fayetteville urbanized area. The City, as the applicant, will provide the local match from the City's annual operating budget within the City's Transit Capital Fund.

This project will be carried out within the Fayetteville urbanized area. The City, as the applicant, will provide the services and projects described in this grant within the FAST service area.

Project Benefits
The project will ensure the Fayetteville Area System of Transit (FAST) maintains its current assets in a manner that allows it to continue to provide reliable service. The project will also promote transit system safety, improved accessibility and transit customer convenience.

Additional Information
The Transit operation will benefit from reduced costs resulting from overhauled, more reliable, vehicles and improved working conditions in our maintenance facility.

Location Description
Project will be located within the City of Fayetteville which includes part of the Fort Bragg military installation.

Project Location (Urbanized Areas)

UZA Code	Area Name
370000	North Carolina
379630	Fayetteville, NC

Congressional District Information

District	State
8	North Carolina

Program Plan Information

STIP/TIP
Date: N/A
Description: N/A

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$621,693
Local			$155,307
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$777,000**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2026-040-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$621,693.00	$155,307.00	$777,000.00	9
NC-2026-040-01-00	11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	$621,693.00	$155,307.00	$777,000.00	9

Project Budget Activity Line Items

Budget Activity Line Item: 11.17.00 - VEH OVERHAUL (UP TO 20% VEH MAINT)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	BUS - ROLLING STOCK	9

Extended Budget Description
To ensure the longevity of the current Transit fleet, FAST will use this funding to replace major bus components (i.e. engines, transmissions, hybrid battery packs, etc.) for, at least, the next three (3) years on several Fixed Route diesel and hybrid buses. As purchases take place, these specific items (see below) will be noted in each Milestone Progress Report (MPR):

* Diesel Engines (9): ~$30K/each (Useful Life: 4 years)
* DPM (4): $26K/each (Useful Life: 4 years)
* Transmissions (8): $6500/each

STIP #TG-5224C

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Dual Mode	Used	35-ft.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$621,693
Local			$155,307
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$777,000**

Milestone Name	Est. Completion Date	Description
Mid-Life Overhaul - Contract Award	6/1/2026	Contract Awarded
Mid-Life Overhaul - Work Begins	6/2/2026	Overhaul Work Begins

Mid-Life Overhaul - Contract Completion	6/30/2027	Contract Completed

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	5/29/2026

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.17.00	VEH OVERHAUL (UP TO 20% VEH MAINT)	9	$621,693.00	$777,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

431 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
432 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
443 2020 28' FORD STARTRANS SENATOR 2 Lift 21-Passenger
701 2008 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
704 2008 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant -NoLo)
705 2009 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
706 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
707 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
709 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
710 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
711 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
712 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp (replace with this grant)
713 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
714 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp

715 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
716 2014 35' GILLIG BUS LF 32 Passenger Ramp
717 2014 35' GILLIG BUS LF 32 Passenger Ramp
718 2014 35' GILLIG BUS LF 32 Passenger Ramp
719 2020 35' GILLIG BUS LF 32 Passenger Ramp
720 2020 35' GILLIG BUS LF 32 Passenger Ramp
721 2020 35' GILLIG BUS LF 32 Passenger Ramp
722 2020 35' GILLIG BUS LF 32 Passenger Ramp
723 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
724 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
725 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
726 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
734 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
735 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
736 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
77 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp

Attached Rolling Stock Status Report

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	22
	B. Spares	8
	C. Total (A+B)	30
	D. Spare Ratio (B/A)	36.36%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	30

Fleet Type: Paratransit

Fleet Comments
No Year Make/Model Type
423 2017 22' Ford E-350 Lift LTV 14-Pass *
424 2017 22' Ford E-350 Lift LTV 14-Pass*
425 2017 22' Ford E-350 Lift LTV 14-Pass *
426 2017 22' Ford E-350 Lift LTV 14-Pass *
427 2017 25' Ford E-450 Lift LTV 18-Pass *
428 2017 25' Ford E-450 Lift LTV 18-Pass *
429 2017 25' Ford E-450 Lift LTV 18-Pass *
430 2017 25' Ford E-450 Lift LTV 18-Pass *
433 2019 22' Ford E-450 Lift LTV 14 Pass *
434 2019 22' Ford E-450 Lift LTV 14 Pass *
435 2019 22' Ford E-450 Lift LTV 14 Pass *

436 2019 22' Ford E-450 Lift LTV 14 Pass *
437 2020 22' Ford E-450 Lift LTV 14 Pass *
438 2020 22' Ford E-450 Lift LTV 14 Pass *
439 2020 22' Ford E-450 Lift LTV 14 Pass *
440 2020 22' Ford E-450 Lift LTV 14 Pass *
441 2020 22' Ford E-450 Lift LTV 14 Pass *
442 2020 22' Ford E-450 Lift LTV 14 Pass *
490 2020 Grand Caravan Minivan 5 Pass **
491 2020 Grand Caravan Minivan 5 Pass **
492 2020 Grand Caravan Minivan 5 Pass **

Attached Rolling Stock Status Report
*Converted to dual-fuel Propane-Gasoline
** Lift

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	16
	B. Spares	5
	C. Total (A+B)	21
	D. Spare Ratio (B/A)	31.25%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	**Total (I.C and II.C)**	21

Part 5: FTA Review Comments

Application Review Comments

Comment By	Guanying Lei
Comment Type	Application Details
Date	5/28/2026
Comment	Technical Review Comments: 1) Please replace refurbishments with overhaul throughout the application. 2) 11.14.02 i) For mid-life overhaul after the bus accumulated at least 40 percent of its useful life, ALI 12.17.00 should be used. ii) Please update milestones per Example 2 of FTA Recipient Award Toolkit at FTA-

Recipient-Toolkit-General-Application-Development-Information-05-20-2026.pdf (page 24).

Comment By	John Crocker
Comment Type	Application Details
Date	6/2/2026
Comment	Planning comments cleared. Applicable documentation attached, including most recently approved STIP

Comment By	John Crocker
Comment Type	Application Details
Date	6/2/2026
Comment	The scope of work in this application does not include new construction or alterations to transportation facilities or vehicles. As a result, civil rights review and concurrence is not required. Additionally, the civil rights programs are Concurred, or are In Review, or N/A.

Application Review Comments

Comment By	John Crocker
Comment Type	Pre-Award Manager Returns Application
Date	5/28/2026
Comment	Please see the following Technical Review Comments: 1) Please replace refurbishments with overhaul throughout the application. 2) 11.14.02 i) For mid-life overhaul after the bus accumulated at least 40 percent of its useful life, ALI 12.17.00 should be used. ii) Please update milestones per Example 2 of FTA Recipient Award Toolkit at FTA-Recipient-Toolkit-General-Application-Development-Information-05-20-2026.pdf (page 24).

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-34)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(34), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: FAYETTEVILLE, CITY OF

Recipient ID: 1112

UEI: M7SAWYCADYW1

DUNS:

Award Information

Federal Award Identification Number (FAIN): NC-2026-040

Award with Amendment Number: NC-2026-040-00

Award Name: FY26 5307 Capital Project

Award Start Date: 6/25/2026

Original Award End Date: 3/30/2034

Current Award End Date: 3/30/2034

Award Executive Summary: This grant requests the use of $621,693 of (potentially lapsing) FY21 Section 5307 Urbanized funds. Transit will use these funds (in addition to apportionment funds) to cover the costs of a mid-life overhaul for several Fixed Route buses. The mid-life overhauls will allow FAST to preserve the life of Fixed Route buses halfway through the useful life of these buses.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list. In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

The Safety and Security 5307 requirements are covered in grant NC-2026-020-00 noting "A minimum of 0.75% of the Section 5307 urbanized area funds will be expended on safety related projects. A minimum of 1% of annual apportionment will be used to support contracted security services. These are under both ALIs 30.09.03. One ALI 30.09.03 is specifically for security services."

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $777,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $621,693.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $155,307.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $621,693.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $155,307.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$621,693
Local			$155,307
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$777,000**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 6/25/2026
DOL Certification Date: 6/25/2026

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 6/25/2026

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

FAYETTEVILLE, CITY OF

City of Fayetteville

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

City Council Action Memo

File Number: 26-0531

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A18

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

THRU: **Jeffery Yates, Assistant City Manager**

FROM: **Andrew LaGala, A.A.E, Airport Director**

DATE: **August 10, 2026**

RE:
Accept and Appropriate Federal Aviation Administration (FAA) Grant (Airport Improvement Program 61), Authorize the City Manager to Execute the Grant Agreement with the FAA, and Adopt a Capital Project Ordinance to Appropriate Grant Funds for Taxiways F & G Rehabilitation and execute construction contracts

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV - The City of Fayetteville will be a highly desirable place to live, work and recreate

4.1 - To maintain public transportation investments with high quality transit and airport services.

Executive Summary:
Council is asked to award the contract for construction of Rehabilitation of Taxiway Foxtrot and Golf to Highland Paving Company, LLC.as the successful bidder of the bid process completed July 16, 2026.

City Council is also asked to accept the Federal Aviation Administration (FAA) grants 3-37-0021-061-2026 (Airport Improvement Plan 61) for the same project in the amount of $831,162, amend the work authorization, and authorize the City Manager to execute the Agreements.

Lastly, City Council is asked to approve an appropriation of Unassigned Airport Capital Fund Balance in the amount of $601,795. Staff is asking city council to accept these adjustments, adopting BOA 2027-2.

The total project appropriation includes funding for:

· Base Bid	$ 3,130,274
· Design and Bidding Phases	$ 652.098
· Construction Administration, Resident Inspection and Project Management	$ 283,183
· Construction Contingency	$ 10,000
TOTAL	$ 4,075,555

Background:
On January 8, 2024 Council adopted Capital Project Ordinance (CPO) 2024-11 to appropriate $500,000 of NCDOT Division of Aviation grant funds for the design phase of Taxiway G & F Rehabilitation. CPOA 2025-49 amended CPO 2024-11 on November 24, 2024 to appropriate grant funds in the amount of $2,142,598.

Issues/Analysis:
None.

Budget Impact:
There is no impact to the General Fund fund balance. AIP 61 is a one-time federal grant in the amount of $831,162.

Options:
Award the contract for construction of Rehabilitation of Taxiways Foxtrot and Golf, accept AIP 61, amend work authorization, adopt BOA 2027-2, and authorize City Manager to execute the agreements.

Do not award the contract for construction of Rehabilitation of Taxiways Foxtrot and Golf, do not accept AIP 61, do not amend work authorization, nor create adopt BOA 2027-2, and provide staff with further direction.

Recommended Action:
Staff recommend Council accept Rehabilitation of Taxiways Foxtrot and Golf, accept AIP 61, amend work authorization, adopt BOA 2027-2, and authorize the City Manager to execute the Agreements.

Attachments:
FAA Grant Offer No. 3-37-0021-061-2026
Procurement City Council Package for Airport T_F_G WNL 073026
RS&H Work Authorization Amendment
Budget Ordinance Amendment 2027-2

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southern Region North Carolina

Memphis Airports District Office: 2600 Thousand Oaks Blvd., Suite 2250 Memphis, TN 38118

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Dr. Doug Hewett, City Manager
Fayetteville Regional Airport
400 Airport Road
Suite 1
Fayetteville, NC 28306

Dear Dr. Hewett:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-37-0021-061-2026 at Fayetteville Regional/Grannis Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Wesley Bolton, (901) 322-8163, wesley.j.bolton@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

{{N_es_:signer1: fullname}}

{{*Ttl_es_:signer1: title}}

DRAFT

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Fayetteville Regional/Grannis Field Airport
Airport Grant Number	3-37-0021-061-2026
Unique Entity Identifier	M7SAWYCADYW1

TO: City of Fayetteville

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 24, 2026, for a grant of federal funds for a project at or associated with the Fayetteville Regional/Grannis Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Fayetteville Regional/Grannis Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F – 2,450 feet

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $831,162.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $831,162 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

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grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated July 02, 2018, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49

USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-

prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

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SPECIAL CONDITIONS

32. Pavement Maintenance Management Program. The sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 USC § 47105(e). The sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of $500,000. The sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The program must include as a minimum:

i The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

ii Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

iii Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

iv Qualifications of engineering supervision and construction inspection personnel;

v A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

vi Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

a) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

b) Failure to provide a complete report as described above, or failure to perform such tests will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

c) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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(Signature)

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(Typed Name)

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(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

City of Fayetteville

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

DRAFT

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __North Carolina__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The **City of Fayetteville**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 24, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

CITY COUNCIL SUBMISSION PACKAGE

Project: Airport - Rehabilitation of Taxiway Foxtrot and Golf

Project No.: COF 1517009.1

Request: Approval of Contract Award

Recommended Contractor: Highland Paving Company, LLC

Recommended Amount: $3,130,274.00

Procurement Summary:

Competitive bids were received on July 16, 2026, for the Airport – Rehabilitation of Taxiway Foxtrot and Golf project. Two bids were submitted, and Highland Paving Company, LLC was determined to be the lowest responsive bidder, with a total bid amount of $3,130,274.00. RS&H Architects Engineers Planners, Inc., serving as the agent and designer of record for the Fayetteville Regional Airport, recommends awarding the contract to Highland Paving Company, LLC.

Project Description:

The project scope includes asphalt mill and airfield asphalt overlay of Taxiways F and G. Additional work includes taxiway shoulder modifications on Taxiway F, replacement of airfield lighting and signage, and installation of new airfield markings.

Evaluation & Basis for Recommendation:

CRITERIA	FINDING	BASIS
Lowest Cost	Pass	Lowest Responsive Bid
Responsive	Pass	Required forms, addenda and bid security submitted
Responsible	Pass	Positive reference check and active NC license
NC General Contractors License	Pass	Current – Active | Unlimited
NC Secretary of State	Pass	Current – Active NC LLC

Recommendation:

Award the construction contact to Highland Paving Company, LLC in the amount of $3,130,274.00.

Appendices:

A - Certified Bid Tabulation

B - Designer of Record Recommendation

C - Reference Verification

D - Bid Bond Validation

E - NC Secretary of State Verification

F - NC Licensing Board for General Contractors Verification

H - Contractor Bid Package

Engineer's Estimate and Bids
LOCATION: Fayetteville Regional Airport
RS&H Project Number: 1003-1830-005
Project: Rehabilitation of Taxiways Foxtrot and Golf

BID TABULATION
FAY Rehabilitation of TW F & G
RS&H Project Number: 1003-1830-005

BASE BID				HIGHLAND PAVING COMPANY, LLC		BARNHILL CONTRACTING COMPANY	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
C-100-1	Contractor Quality Control Program (CQCP)	1	LS	$ 106,000.00	$ 106,000.00	$ 250,000.00	$ 250,000.00
C-105-1	Mobilization	1	LS	$ 156,000.00	$ 156,000.00	$ 406,000.00	$ 406,000.00
GP-102-1	Safety and Security	1	LS	$ 162,715.00	$ 162,715.00	$ 295,000.00	$ 295,000.00
GP-103-1	Temporary Construction Items	1	LS	$ 132,000.00	$ 132,000.00	$ 283,000.00	$ 283,000.00
P-101-1	Asphalt Shoulder Full Depth Pavement Removal (1.5-inch Depth)	1,100	SY	$ 15.00	$ 16,500.00	$ 12.50	$ 13,750.00
P-101-2	Vehicle Service Road Full Depth Pavement Removal (Up to 9-inch Depth)	430	SY	$ 24.00	$ 10,320.00	$ 43.00	$ 18,490.00
P-101-3	Asphalt Taxiway Full Depth Pavement Removal (Up to 9-inch Depth)	625	SY	$ 24.00	$ 15,000.00	$ 23.00	$ 14,375.00
P-101-4	Cold Milling	24,770	SY	$ 3.00	$ 74,310.00	$ 6.30	$ 156,051.00
P-101-5	Millings Placement for Radar Road (Compacted in Place)	14,040	SY	$ 3.60	$ 50,544.00	$ 12.25	$ 171,990.00
P-101-6	Concrete Flume Removal	140	SY	$ 25.00	$ 3,500.00	$ 42.00	$ 5,880.00
C-102-1	Temporary Seeding and Mulching	2,915	SY	$ 0.25	$ 728.75	$ 1.50	$ 4,372.50
C-102-2	Installation and Removal of Compost Sock	700	LF	$ 7.40	$ 5,180.00	$ 7.50	$ 5,250.00
C-102-3	Installation and Removal of Rock Pipe Inlet Protection	1	EA	$ 735.00	$ 735.00	$ 1,500.00	$ 1,500.00
C-102-4	Installation and Removal of Drop Inlet Protection	2	EA	$ 735.00	$ 1,470.00	$ 1,500.00	$ 3,000.00
D-701-1	18-Inch Corrugated Metal Pipe	35	LF	$ 185.00	$ 6,475.00	$ 225.00	$ 7,875.00
P-152-1	Unclassified Excavation	125	CY	$ 26.00	$ 3,250.00	$ 135.00	$ 16,875.00
P-152-2	Unsuitable Excavation	25	CY	$ 34.00	$ 850.00	$ 87.00	$ 2,175.00
P-152-3	Subgrade Preparation	890	SY	$ 5.50	$ 4,895.00	$ 5.00	$ 4,450.00
P-209-1	Crushed Aggregate Base Course (5-inch Depth)	890	SY	$ 26.00	$ 23,140.00	$ 31.00	$ 27,590.00
P-401-1	Asphalt Surface Course (Gradation 2)	8,470	TN	$ 192.00	$ 1,626,240.00	$ 207.00	$ 1,753,290.00
P-401-2	Asphalt Leveling Course (Gradation 3)	25	TN	$ 233.00	$ 5,825.00	$ 230.00	$ 5,750.00
P-602-1	Emulsified Asphalt Prime Coat	12,840	GA	$ 6.00	$ 77,040.00	$ 4.00	$ 51,360.00
P-603-1	Emulsified Asphalt Tack Coat	2,140	GA	$ 5.50	$ 11,770.00	$ 4.00	$ 8,560.00
P-620-1	Surface Preparation	3,694	SF	$ 2.00	$ 7,388.00	$ 2.00	$ 7,388.00
P-620-2	White Reflective Marking (Type I Waterborne Paint)	300	SF	$ 10.00	$ 3,000.00	$ 10.00	$ 3,000.00
P-620-3	White Reflective Marking (Type III Waterborne Paint)	3,820	SF	$ 3.00	$ 11,460.00	$ 3.00	$ 11,460.00
P-620-4	Yellow Reflective Marking (Type I Waterborne Paint)	3,230	SF	$ 3.00	$ 9,690.00	$ 3.00	$ 9,690.00
P-620-5	Red Reflective Marking (Type I Waterborne Paint)	1,140	SF	$ 8.00	$ 9,120.00	$ 8.00	$ 9,120.00
P-620-6	Black Non-Reflective Marking (Type I Waterborne Paint, No Glass Beads)	14,120	SF	$ 1.00	$ 14,120.00	$ 1.00	$ 14,120.00
P-620-7	Type I Glass Beads, Gradation A, Reflective Media	70	LB	$ 10.00	$ 700.00	$ 10.00	$ 700.00
P-620-8	Type III Glass Beads, Reflective Media	620	LB	$ 10.00	$ 6,200.00	$ 10.00	$ 6,200.00
T-901-1	Seeding	0.4	AC	$ 3,100.00	$ 1,240.00	$ 12,000.00	$ 4,800.00
T-905-1	Topsoil Obtained on Site	139	CY	$ 35.00	$ 4,865.00	$ 37.00	$ 5,143.00
T-904-1	Sodding	795	SY	$ 13.75	$ 10,931.25	$ 15.00	$ 11,925.00
T-908-1	Mulching	1,709	SY	$ 1.00	$ 1,709.00	$ 0.89	$ 1,521.01
L-105-1	Remove Existing Stake Mounted Light Fixture	69	EA	$ 120.00	$ 8,280.00	$ 115.00	$ 7,935.00
L-105-2	Remove Existing Base Mounted Light Fixture and Base Can	12	EA	$ 180.00	$ 2,160.00	$ 175.00	$ 2,100.00
L-105-3	Remove Existing In-Pavement Light Fixture and Base Can in Mill/Overlay Pavement	2	EA	$ 2,600.00	$ 5,200.00	$ 2,500.00	$ 5,000.00
L-105-4	Remove Existing Sign and Foundation	8	EA	$ 900.00	$ 7,200.00	$ 900.00	$ 7,200.00
L-105-5	Miscellaneous Electrical Demolition	1	LS	$ 21,000.00	$ 21,000.00	$ 20,200.00	$ 20,200.00
L-108-1	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods (Initial and Supplemental) and Ground Connectors	10255	LF	$ 4.60	$ 47,173.00	$ 3.25	$ 33,328.75
L-108-2	No. 8 AWG, 5 kV, L-824, Type C Cable	14600	LF	$ 4.50	$ 65,700.00	$ 3.25	$ 47,450.00
L-108-3	3/4" x 10' Copper Clad Ground Rod - Supplemental	140	EA	$ 280.00	$ 39,200.00	$ 200.00	$ 28,000.00
L-110-1	1 Way 2-inch Schedule 40 PVC Conduit – Direct Earth Buried in Turf	9400	LF	$ 5.00	$ 47,000.00	$ 5.00	$ 47,000.00
L-110-2	1 Way 2-inch Schedule 40 PVC Conduit – Direct Earth Buried under Mill/Overlay Pavement	30	LF	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00
L-110-3	1 Way 2-inch Schedule 40 PVC Conduit – Concrete Encased under Mill/Overlay Pavement	175	LF	$ 66.00	$ 11,550.00	$ 65.00	$ 11,375.00
L-110-4	2 Way 2-inch Schedule 40 PVC Conduit - Direct Earth Buried	650	LF	$ 8.00	$ 5,200.00	$ 7.50	$ 4,875.00

L-110-5	2 Way 2-inch Schedule 80 HDPE Directional Drill	400	LF	$ 42.00	$ 16,800.00	$ 42.00	$ 16,800.00
L-115-1	Junction Can Plaza - 2 L-867D Base Cans	6	EA	$ 6,000.00	$ 36,000.00	$ 6,000.00	$ 36,000.00
L-125-1	L-861T(L) LED Taxiway Edge Light – Base Mounted in Turf	89	EA	$ 1,500.00	$ 133,500.00	$ 1,475.00	$ 131,275.00
L-125-2	L-861T(L) LED Taxiway Edge Light – Base Mounted in Mill/Overlay Pavement	2	EA	$ 5,700.00	$ 11,400.00	$ 5,600.00	$ 11,200.00
L-125-3	Reinstall Existing In-Pavement Light Fixture On New Base Can in Mill/Overlay Pavement	2	EA	$ 4,900.00	$ 9,800.00	$ 4,800.00	$ 9,600.00
L-125-4	L-858(L) LED Sign, 1-Module on a New Concrete Sign Base	3	EA	$ 6,900.00	$ 20,700.00	$ 6,800.00	$ 20,400.00
L-125-5	L-858(L) LED Sign, 2-Module on a New Concrete Sign Base	2	EA	$ 8,400.00	$ 16,800.00	$ 8,250.00	$ 16,500.00
L-125-6	L-858(L) LED Sign, 3-Module on a New Concrete Sign Base	3	EA	$ 9,800.00	$ 29,400.00	$ 9,650.00	$ 28,950.00
L-125-7	CCR Re-Calibration Coordination with ADB-Safegate - Contractor	1	LS	$ 1,800.00	$ 1,800.00	$ 1,725.00	$ 1,725.00
L-125-8	CCR Re-Calibration Coordination with ADB-Safegate - Manufacturer	1	AL	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	Construction Cost				$ 3,130,274.00		$ 4,098,064.26

I certify that this is a true record of the bid tab received July 16, 2026.
RS&H Architects-Engineers-Planners, Inc.
8521 Six Forks Road, Suite 400
Raleigh, NC 27615

8521 Six Forks Road, Suite 400
Raleigh, North Carolina 27615
919-926-4100
rsandh.com

July 18, 2026

Mr. Andrew LaGala, A.A.E.
Airport Director
Fayetteville Regional Airport
400 Airport Road,
Fayetteville, NC 28306

RE: Recommendation of Award
Rehabilitation of Taxiway Foxtrot and Golf
Fayetteville Regional Airport

Dear Mr. LaGala:

Bids for the Rehabilitation of Taxiway Foxtrot and Golf were initially received by the City of Fayetteville on Thursday, July 9th, 2026 at 2:00 p.m. EST, at Fayetteville Regional Airport. Bids were received from Barnhill Contracting Company and Highland Paving Company, LLC. The City of Fayetteville returned the submitted bids unopened to the bidders. The City of Fayetteville readvertised for bids to be received on Thursday, July 16th, 2026 at 10:00 a.m. EST. A Bid from Barnhill Contracting Company and Highland Paving Company, LLC were received at the second bid opening. RS&H, following prescribed procedures, opened and publicly read aloud the bid from Barnhill Contracting Company for $4,098,064.26 and the bid from Highland Paving Company, LLC for $3,130,274.00.

Highland Paving Company, LLC is deemed to be the lowest responsive bidder representing a total sum of $3,130,274.00. RS&H Architects Engineers Planners, Inc. as agents and designer of record to the Fayetteville Regional Airport, received all required documentation from the Highland Paving Company, LLC necessary to deem the bidder responsive. RS&H has also verified Highland Paving Company, LLC does not have any active exclusions preventing them from performing work on Federally funded projects according to www.sam.gov (formerly Excluded Parties List System).

RS&H Inc., as the designer of record and agent to Fayetteville Regional Airport; hereby recommends award of the referenced project to Highland Paving Company, LLC for a contract amount of $3,130,274.00. Official copies of all bid forms, bid bonds, DBE participation and acknowledgment of the contract Addenda have been compiled and are available for viewing at the offices of the City of Fayetteville.

A conformed set of contract documents along with the executed construction contract and other required documentation will be included in the final construction documents.

8521 Six Forks Road, Suite 400
Raleigh, North Carolina 27615
919-926-4100
rsandh.com

Respectfully yours,
RS&H Architects-Engineers-Planners, Inc.

Tarryn Little

Tarryn M. Little, P.E.
Project Manager

Attachments:

July 16, 2026 Bid Opening
Amended Bid Schedule and Engineer's Estimate

C

REFERENCE CHECK FORM - City of Fayetteville Request

For Project: Rehab of Taxiway Foxtrot and Golf
Vendor: Highland Paving Co., LLC

The City of Fayetteville is requesting a reference check regarding work performed by the vendor on the project listed below. Please complete and return this form.

Project Information

Project Name:
Clinton Airport

Project Address/Location:
Clinton Airport TBO Apron

Email Address:

Brief Project Description:
Removed existing asphalt apron pavement and replace with new pavement section

Start Date:
9/15/2021

End Date:
12/1/2021

Contract Amount:
$421,210

Reference Information

Name:
Marty Wynn

Title:
Senior Project Manager

Company:
Avcon

Phone Number:
910-612-6900

Evaluation Questions

Quality of Work - Rating (1-5) 5

Comments: Finished on time and within budget

Timeliness and Budget - Rating (1-5) 5

Comments: Finished on time and within budget

Communication - Rating (1-5) 5

Comments: Finished on time and within budget

C

REFERENCE CHECK FORM - City of Fayetteville Request

For Project: Rehab of Taxiway Foxtrot and Golf
Vendor: Highland Paving Co., LLC

The City of Fayetteville is requesting a reference check regarding work performed by the vendor on the project listed below. Please complete and return this form.

Project Information

Project Name:
Airport Apron Expansion

Project Address/Location:
467 Airport Road, Whiteville, NC

Email Address:
john.massey@tbellc.com

Brief Project Description:
Expansion of the Terminal Area Apron at Columbus County Regional Airport.

Start Date:
7/29/2024

End Date:
6/20/2025

Contract Amount:
2,506,918

Reference Information

Name:
John Massey

Title:
Senior Project Manager

Company:
Talbert, Bright & Ellington

Phone Number:
910-763-5350

Evaluation Questions

Quality of Work - Rating (1-5) 5

Comments:

Timeliness and Budget - Rating (1-5) 5

Comments:

Communication - Rating (1-5) 5

Comments:

C

REFERENCE CHECK FORM - City of Fayetteville Request

For Project: Rehab of Taxiway Foxtrot and Golf
Vendor: Highland Paving Co., LLC

The City of Fayetteville is requesting a reference check regarding work performed by the vendor on the project listed below. Please complete and return this form.

Project Information

Project Name:
Rehab of Taxiway Foxtrot and Golf

Project Address/Location:
400 Airport Road Fayetteville, NC 28306

Email Address:
jeffreyriddle@fayettevillenc.gov

Brief Project Description:
Paving, Milling, Shoulders, Lighting, Signage, markings.

Start Date:
September 2026

End Date:
January 2026

Contract Amount:

Reference Information

Name:
Jeff Riddle

Title:
Construction Manager

Company:
City of Fayetteville

Phone Number:
(910) 433-1661 Cell 910-322-6358

Evaluation Questions

Quality of Work - Rating (1-5)

Comments: 4

Timeliness and Budget - Rating (1-5)

Comments: 4

Communication - Rating (1-5)

Comments: 4

D - Bid Bond Valadation

433 Hay Street I Fayetteville, NC 28301
910.433.1266

From: Ruth, Wyatt <wruth@gaig.com>
Sent: Tuesday, July 21, 2026 4:00 PM
To: Tanya L. Hazlett <TanyaHazlett@FayettevilleNC.Gov>
Cc: Kimberly D. Toon <KimberlyToon@FayettevilleNC.gov>; WalterLennon@Fayetteville.Gov; ella.gersack@rsandh.com; McMullen, Bridgett <bmcmullen@GAIG.COM>; Holland, Patrick <pholland@GAIG.COM>
Subject: [EXTERNAL]FW: Bid Bond Validation | Highland Paving Company, LLC | Rehabilitation of Taxiways Foxtrot and Golf
Importance: High

Good afternoon, Tanya,

The bid bond is valid with Great American. I am sending again because I got a bounce back email saying it was not delivered, so apologies if you did get the first one. Please let me know if you need anything else.

Best,

GREAT AMERICAN INSURANCE GROUP
for all the great you do®

Wyatt Ruth
Contract Underwriter
Bond Division

3436 Toringdon Way Suite 200, Charlotte, NC 28277
561-654-3466 mobile • 704-357-4031 office

Connect with us!

BOND DIVISION 100 YEARS EST. 1926

A Century of Surety.

A Legacy of Trust.

Classified as General

From: McMullen, Bridgett <bmcmullen@GAIG.COM>
Sent: Tuesday, July 21, 2026 3:44 PM
To: Ruth, Wyatt <wruth@gaig.com>
Subject: FW: Bid Bond Validation | Highland Paving Company, LLC | Rehabilitation of Taxiways Foxtrot and Golf
Importance: High

Hi, Wyatt.

Can you please validate the Bid Bond for Tanya?

Limited Liability Company

Actions

- File an Annual Report/Amend an Annual Report
- Online Filing
- Order a Document Online
- Add Entity to My Email Notification List
- View Filings
- Print a Pre-Populated Annual Report form
- Print an Amended a Annual Report form

Legal name: Highland Paving Co., LLC

Secretary of State Identification Number (SOSID): 0699078

Status: Current-Active

Citizenship: Domestic

Date formed: 11/17/2003

Registered agent: John W McCauley

Principal Office address

2031 Middle Road
Eastover, NC 28312

Registered Office address

2031 Middle Road
Eastover, NC 28312

Registered Mailing address

2031 Middle Road
Eastover, NC 28312

Mailing address

P.O. Box 1843
Fayetteville, NC 28302

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Managing Member**

  John W McCauley

  2054 Middle Road
  Fayetteville NC 28312

- **Managing Member**

  David Brian Raynor

  2204 Bayview Drive
  Fayetteville NC 28305

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Other Agencies

NC Gov

State Board of Elections

North Carolina Birth Certificate Information

North Carolina State Bar

North Carolina Department of Commerce

North Carolina Department of Revenue

All North Carolina Government Organizations

Links of Interest

National Association of Secretaries of State

Intellectual Property

NASAA - North American Securities Administrators Association

North Carolina Consular Corps

Secretary of State Disclaimer & Privacy

Hours of Operation Monday - Friday 8:00 am - 5:00 pm

NCLBGC

Verify License/Qualifier Search

Contact

Name

Highland Paving Co., LLC

Address

PO Box 1843
Fayetteville, NC 28302

Phone

9104855790

License

License #

L.55505

Account Type

License

First Issued Date

© 2026 - ARL Systems, LLC.

05/12/2004

Expiration Date

12/31/2026

Status

Active

License Limitation

Unlimited

Active Classifications

Unclassified

Qualifiers

Name	Qualifier #	Status
David Anthony Byrd	Q.18283	Active
David Brian Raynor	Q.18285	Active

Close Details

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CITY OF FAYETTEVILLE, NORTH CAROLINA

INVITATION TO BID – CONSTRUCTION

REHABILITATION OF TAXIWAY FOXTROT AND GOLF - Re-Advertisement
COF1517009.1

DATE ISSUED: July 10, 2026

PROPOSALS DUE: July 16, 2026

FUNDING SOURCE: Federal
AIP # 3-37-0021-061-2026

ISSUED BY: City of Fayetteville, North Carolina

PRIMARY CONTACT: Ella Gersack, Engineering Associate RS&H

Ella.Gersack@rsandh.com

(919) 926- 4136

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

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

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation **in** the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:

FAYETTEVILLE NC

AMERICA'S CAN DO CITY

For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

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

CITY OF FAYETTEVILLE

Dr. Douglas J. Hewett, ICMA-CM
City Manager

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SECTION A – PROJECT SPECIFICS

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129, sealed bids will be received by the City of Fayetteville until **2:00 p.m., Thursday, July 9, at 400 Airport Road Fayetteville, NC 28306 Boeing Conference Room (1st Floor-Airport)** at which time they will be publicly opened and read aloud for the following:

REHABILITATION OF TAXIWAY FOXTROT AND GOLF

Project No. COF1517009

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, Purchasing Manager, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to the same address. The City of Fayetteville will not be responsible for picking up bids at the post office. Bids arriving after the hour designated for opening shall not be considered.

Plans, specifications, and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, or by email request to Kimberlytoon@fayettevillenc.gov. Bid Documents are also posted at: https://www.fayettevillenc.gov/City-Departments/Finance/Purchasing/Bid-Opportunities. Bidders are responsible for monitoring this site for addenda and other pertinent documents.

The advertisement for this Invitation to Bid was published at least seven (7) full days before the bid opening date in a newspaper of general circulation and/or electronically in accordance with G.S. 143-129(b).

This project **IS** funded in whole or in part with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) funds. FAA federal contract provisions are incorporated herein and shall apply to all contracts and subcontracts on this project.

Questions regarding this bid must be submitted in writing by e-mail to **Ella Gersack, Engineering Associate RS&H** at **Ella.Gersack@rsandh.com** no later than **5:00 p.m. Wednesday, June 24, 2026**. Bidders are expressly prohibited from contacting any City of Fayetteville official or employee associated with this Invitation to Bid except as noted above. Violation of this prohibition is grounds for immediate disqualification of the bidder.

The City reserves the right to reject any or all bids and to waive all informalities or irregularities, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract, and to award the contract to the lowest responsive and responsible bidder whose bid conforms to all material requirements of the Invitation to Bid.

TITLE VI SOLICITATION NOTICE

The City of Fayetteville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all

bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

City of Fayetteville

Kimberly Toon, CLGPO — Purchasing Manager

SPECIAL PROVISIONS

Performance and Delivery — REHABILITATION OF TAXIWAY FOXTROT AND GOLF

Project No. **COF1517009**

ITEM	DETAILS
Bid Receipt Date:	July 9, 2026 at 2:00 p.m. EST Attn: Ella Gersack, Engineering Associate RS&H, 400 Airport Road-Suite 1 | Fayetteville, NC 28306. Boeing Conference Room (1st Floor-Airport) Park in Short or Long Term and bring ticket in to be validated.
Mandatory Pre-Bid Conference:	June 16, 2026 at 10:00 AM EST 400 Airport Road Fayetteville, NC 28306 Boeing Conference Room (1st Floor-Airport) A virtual attendance option via Microsoft Teams has been added for the Mandatory Pre-Bid Conference on June 16, 2026, at 10:00 AM EST. The in-person Pre-Bid Conference will remain as originally scheduled. Bidders may attend either in person or virtually. **Microsoft Teams Meeting** **Join: https://teams.microsoft.com/meet/218484254061397?p=cN8OaTc1j17z3LBOl9** **Meeting ID: 218 484 254 061 397** **Passcode: 64df9M5H** **Dial in by phone** **+1 612-263-7804,,721724963# United States, Minneapolis** **Phone conference ID: 721 724 963#**
Estimated Contract Duration:	110 Calendar Days
Estimated Construction Start:	September 2026
Estimated Construction Completion:	January 2027
Contract Time:	110 Calendar Days
Liquidated Damages:	Time is of the essence. $1,000.00 per calendar day for each day of overrun. $1,000.00 per calendar day for each day of unauthorized suspension.
Bid Acceptance Period:	Forty-five (45) Calendar Days unless otherwise noted

Project Description

The Project scope includes the asphalt mill and airfield asphalt overlay of Taxiways F and G. Also included are taxiway shoulder modifications on Taxiway F, airfield lighting and signage replacement, and airfield markings.

Work Hour Restrictions

Limit work to between 7:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise approved in writing by the Owner and authorities having jurisdiction. Work hours may be modified to meet project requirements with prior written approval.

BID FORM SUBMITTAL CHECKLIST

The following items are required to be submitted with the bid unless otherwise noted. Failure to submit required items shall render the bid non-responsive.

Initial	Document / Form	Required?	When to Submit
	Completed Bid Proposal Package	Yes	With the bid
	Bid Bond – 5% of bid amount	Yes	With the bid
	Acknowledgement of All Addenda Issued	Yes	With the bid
	Attachment - A: Signed Non-Collusion Affidavit	Yes	With the bid
	Attachment - B: Certification of Financial Condition	Yes	With the bid
	Attachment - C: Qualifications of Bidders - 3 references	Yes	With the bid
	List of Subcontractors	Yes	With the bid
	Debarment, Suspension & Responsibility Certification	Yes	With the bid
	SDBE Program Forms / HUB Affidavits (A, B, and C).	Yes	With the bid
	Attachment - D: FAA Buy American Preference	AIP Projects	With the bid
	Attachment - E:Trade Restriction Certification	Yes	With the bid
	Attachment - F: Tax Delinquency and Felony Convictions Certification	Yes	With the bid
	Attachment - G: Certification Regarding Domestic Preferences for Procurements	Yes	With the bid
	Attachment - H: Certification Regarding Lobbying	Yes	With the bid
	Signed City of Fayetteville General Contracting Terms	Yes	With Signed Contract
	Certificate of Insurance	Yes	With Signed Contract
	Performance Bond and Payment Bond (100% each)	Yes	With Signed Contract

If any required item is not submitted with the bid, the bid shall be deemed non-responsive and will not be considered.

BID PROPOSAL PACKAGE

The undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Standard Specifications, contained in the documents, for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

IMPORTANT TAX NOTICE: Bid prices shall EXCLUDE North Carolina sales and use tax on materials that become a permanent part of this project (asphalt, concrete, aggregate, fencing, etc.), as these materials are tax-exempt pursuant to N.C. Gen. Stat. § 105-164.14(b). Equipment rental, consumables, and temporary materials remain taxable and should be included in bid pricing.

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$ 106,000.00	$ 106,000.00
C-105-1	MOBILIZATION	1	LS	$ 156,000.00	$ 156,000.00
GP-102-1	SAFETY AND SECURITY	1	LS	$ 162,715.00	$ 162,715.00
GP-103-1	TEMPORARY CONSTRUCTION ITEMS	1	LS	$ 132,000.00	$ 132,000.00
P-101-1	ASPHALT SHOULDER FULL DEPTH PAVEMENT REMOVAL (1.5-INCH DEPTH)	1,100	SY	$ 15.00	$ 16,500.00
P-101-2	VEHICLE SERVICE ROAD FULL DEPTH PAVEMENT REMOVAL (UP TO 9-INCH DEPTH)	430	SY	$ 24.00	$ 10,320.00
P-101-3	ASPHALT TAXIWAY FULL DEPTH PAVEMENT REMOVAL (UP TO 9-INCH DEPTH)	625	SY	$ 24.00	$ 15,000.00
P-101-4	COLD MILLING	24,770	SY	$ 3.00	$ 74,310.00
P-101-5	MILLINGS PLACEMENT FOR RADAR ROAD (COMPACTED IN PLACE)	14,040	SY	$ 3.60	$ 50,544.00
P-101-6	CONCRETE FLUME REMOVAL	140	SY	$ 25.00	$ 3,500.00
C-102-1	TEMPORARY SEEDING AND MULCHING	2,915	SY	$ 0.25	$ 728.75

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
C-102-2	INSTALLATION AND REMOVAL OF COMPOST SOCK	700	LF	$ 7.40	$ 5,180.00
C-102-3	INSTALLATION AND REMOVAL OF ROCK PIPE INLET PROTECTION	1	EA	$ 735.00	$ 735.00
C-102-4	INSTALLATION AND REMOVAL OF DROP INLET PROTECTION	2	EA	$ 735.00	$ 1,470.00
D-701-1	18-INCH CORRUGATED METAL PIPE	35	LF	$ 185.00	$ 6,475.00
P-152-1	UNCLASSIFIED EXCAVATION	125	CY	$ 26.00	$ 3,250.00
P-152-2	UNSUITABLE EXCAVATION	25	CY	$ 34.00	$ 850.00
P-152-3	SUBGRADE PREPARATION	890	SY	$ 5.50	$ 4,895.00
P-209-1	CRUSHED AGGREGATE BASE COURSE (5-INCH DEPTH)	890	SY	$ 26.00	$ 23,140.00
P-401-1	ASPHALT SURFACE COURSE (GRADATION 2)	8,470	TN	$ 192.00	$ 1,626,240.00
P-401-2	ASPHALT LEVELING COURSE (GRADATION 3)	25	TN	$ 233.00	$ 5,825.00
P-602-1	EMULSIFIED ASPHALT PRIME COAT	12,840	GA	$ 6.00	$ 77,040.00

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
P-603-1	EMULSIFIED ASPHALT TACK COAT	2,140	GA	$ 5.50	$ 11,770.00
P-620-1	SURFACE PREPARATION	3,694	SF	$ 2.00	$ 7,388.00
P-620-2	WHITE REFLECTIVE MARKING (TYPE I WATERBORNE PAINT)	300	SF	$ 10.00	$ 3,000.00
P-620-3	WHITE REFLECTIVE MARKING (TYPE III WATERBORNE PAINT)	3,820	SF	$ 3.00	$ 11,460.00 (CR)
P-620-4	YELLOW REFLECTIVE MARKING (TYPE I WATERBORNE PAINT)	3,230	SF	$ 3.00	$ 9,690.00
P-620-5	RED REFLECTIVE MARKING (TYPE I WATERBORNE PAINT)	1,140	SF	$ 8.00	$ 9,120.00
P-620-6	BLACK NON-REFLECTIVE MARKING (TYPE I WATERBORNE PAINT, NO GLASS BEADS)	14,120	SF	$ 1.00	$ 14,120.00
P-620-7	TYPE I GLASS BEADS, GRADATION A, REFLECTIVE MEDIA	70	LB	$ 10.00	$ 700.00
P-620-8	TYPE III GLASS BEADS, REFLECTIVE MEDIA	620	LB	$ 10.00	$ 6,200.00
T-901-1	SEEDING	0.4	AC	$ 3,100.00	$ 1,240.00
T-905-1	TOPSOIL OBTAINED ON SITE	139	CY	$ 35.00	$ 4,865.00

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
T-904-1	SODDING	795	SY	$ 13.75	$ 10,931.25
T-908-1	MULCHING	1,709	SY	$ 1.00	$ 1,709.00
L-105-1	REMOVE EXISTING STAKE MOUNTED LIGHT FIXTURE	69	EA	$ 120.00	$ 8,280.00
L-105-2	REMOVE EXISTING BASE MOUNTED LIGHT FIXTURE AND BASE CAN	12	EA	$ 180.00	$ 2,160.00
L-105-3	REMOVE EXISTING IN-PAVEMENT LIGHT FIXTURE AND BASE CAN IN MILL/OVERLAY PAVEMENT	2	EA	$ 2,600.00	$ 5,200.00
L-105-4	REMOVE EXISTING SIGN AND FOUNDATION	8	EA	$ 900.00	$ 7,200.00
L-105-5	MISCELLANEOUS ELECTRICAL DEMOLITION	1	LS	$ 21,000.00	$ 21,000.00
L-108-1	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS (INITIAL AND SUPPLEMENTAL) AND GROUND CONNECTORS	10,255	LF	$ 4.60	$ 47,173.00
L-108-2	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE	14,600	LF	$ 4.50	$ 65,700.00
L-108-3	3/4" x 10' COPPER CLAD GROUND ROD - SUPPLEMENTAL	140	EA	$ 280.00	$ 39,200.00

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
L-110-1	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT – DIRECT EARTH BURIED IN TURF	9,400	LF	$ 5.00	$ 47,000.00
L-110-2	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT – DIRECT EARTH BURIED UNDER MILL/OVERLAY PAVEMENT	30	LF	$ 150.00	$ 4,500.00
L-110-3	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT – CONCRETE ENCASED UNDER MILL/OVERLAY PAVEMENT	175	LF	$ 66.00	$ 11,550.00
L-110-4	2 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - DIRECT EARTH BURIED	650	LF	$ 8.00	$ 5,200.00
L-110-5	2 WAY 2-INCH SCHEDULE 80 HDPE DIRECTIONAL DRILL	400	LF	$ 42.00	$ 16,800.00
L-115-1	JUNCTION CAN PLAZA - 2 L-867D BASE CANS	6	EA	$ 6,000.00	$ 36,000.00
L-125-1	L-861T(L) LED TAXIWAY EDGE LIGHT – BASE MOUNTED IN TURF	89	EA	$ 1,500.00	$ 133,500.00
L-125-2	L-861T(L) LED TAXIWAY EDGE LIGHT – BASE MOUNTED IN MILL/OVERLAY PAVEMENT	2	EA	$ 5,700.00	$ 11,400.00
L-125-3	REINSTALL EXISTING IN-PAVEMENT LIGHT FIXTURE ON NEW BASE CAN IN MILL/OVERLAY PAVEMENT	2	EA	$ 4,900.00	$ 9,800.00
L-125-4	L-858(L) LED SIGN, 1-MODULE ON A NEW CONCRETE SIGN BASE	3	EA	$ 6,900.00	$ 20,700.00

Item No.	Item Description	Estimated Quantity		Unit Price in Numbers	Total Amount per Item
L-125-5	L-858(L) LED SIGN, 2-MODULE ON A NEW CONCRETE SIGN BASE	2	EA	$ 8,400.00	$ 8,400.00
L-125-6	L-858(L) LED SIGN, 3-MODULE ON A NEW CONCRETE SIGN BASE	3	EA	$ 9,800.00	$ 29,400.00
L-125-7	CCR RE-CALIBRATION COORDINATION WITH ADB-SAFEGATE - CONTRACTOR	1	LS	$ 1,800.00	$ 1,800.00
L-125-8	CCR RE-CALIBRATION COORDINATION WITH ADB-SAFEGATE - MANUFACTURER	1	AL	$ 15,000.00	$ 15,000.00

This Bid Package is executed by:

ITEM	DETAILS
Name / Title:	Brian Raynor - Member Manager
Company Name:	Highland Paving Co., LLC
Mailing Address:	P.O. Box 1843, Fayetteville, NC 28302
Email:	BRAYNOR@highlandpaving.com
Signature:	B. R
Phone Number:	910-824-1238
NC Contractor License No.:	55505
License Classification / Limitation:	Unclassified - Unlimited
Total Bid Amount (figures):	$ 3,130,274.00
Total Bid Amount (written):	Three Million One Hundred Thirty Thousand Two Hundred Seventy Four Dollars & 00/100

ACKNOWLEDGEMENT OF ADDENDA

The bidder has received, acknowledged, and incorporated the following addenda in completing this Bid. (Written Initials and date as appropriate.)

ITEM	DETAILS
Addendum No. 1:	Dated: 6-23-26 (BR)
Addendum No. 2:	Dated: 6-26-26 (BR)
Addendum No. 3:	Dated: 7-10-26 (BR)
Addendum No. 4:	Dated:

BID BOND

BID BOND — ATTACH

A Bid Bond in the amount of 5% of the total bid amount must be submitted with the bid. The Bid Bond shall be executed by a surety company licensed to do business in the State of North Carolina.

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: Date of **[Amount]** Bond: **[Date]**	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

ADDENDA

ADDENDA — ATTACH WHEN ISSUED

All addenda issued prior to the bid opening date shall be attached here and acknowledged on the Bid Proposal Package. It is the bidder's responsibility to check the City's procurement website for all addenda.

ATTACHMENT - A: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

Brian Raynor, being first duly sworn, deposes and says that:

- ☑ He/She is the Member Manager of Highland Paving Co., LLC, the bidder that has submitted the attached bid;
- ☑ He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- ☑ Such bid is genuine and is not a collusive or sham bid;
- ☑ Neither the said bidder nor any of its officers, partners, owners, agents, representatives, or employees has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted; or has in any manner, directly or indirectly, sought by agreement or collusion or communication to fix the bid price of any bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Fayetteville or any person interested in the proposed contract; and
- ☑ The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, or parties in interest.

ITEM	DETAILS
Signature: Brian Raynor	
Title: Member Manager	
Subscribed and sworn before me this 6th **day of** July, **20**26.	SHELBY H THREATT NOTARY PUBLIC RANDOLPH COUNTY, N.C.
Notary Public: Shelby H. Threatt	My Commission Expires: 11-17-29

ATTACHMENT - B: CERTIFICATION OF FINANCIAL CONDITION

Name of Contractor: Highland Paving Co., LLC

The undersigned hereby certifies that: [check all applicable boxes]

- ☑ ☐ The Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements. Date of latest audit: —
- ☑ ☐ The Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☑ ☐ The Contractor is current in all amounts due for federal and state taxes and required employment-related contributions and withholdings.
- ☑ ☐ The Contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☑ ☐ The Contractor has not been the subject of any past or current litigation or findings of noncompliance under federal or state law that may impact its ability to fulfill the requirements of this Contract.
- ☑ ☐ He or she is authorized to make the foregoing statements on behalf of the Contractor.

NOTE: This shall constitute a continuing certification and the Contractor shall notify the Owner within fifteen (15) days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Contractor shall explain the reason below:

—

ITEM	DETAILS
Signature: Brian Raynor	
Printed Name: (OR) BRIAN RAYNOR	
Title: Member Manager	
Date: 7-8-26	

ATTACHMENT - C: QUALIFICATIONS OF BIDDERS In order to assist the Owner in determining whether the Bidder is qualified to perform the Work as set forth in the Contract Documents, the Bidder shall furnish the following information as an attachment to the Bid Proposal Package.

Years in business providing similar services under the same business name and legal entity:
>23 yrs

List THREE (3) Project References from clients for whom the Bidder has completed projects of similar scope and nature within the last five (5) years.

PROJECT REFERENCE 1

ITEM	DETAILS
Project Name:	Airport Apron Expansion
Owner Name and Contact Information:	Columbus County Municipal Airport 467 Airport Rd, Whiteville, NC Talbert & Bright 919-763-5350
Project Description:	Apron Expansion
Bidder's Role in Project:	Prime
Contract Start Date (approx.):	6/24
Substantial Completion Date (approx.):	Early 2025
Dollar Value of Construction (approx.):	$ 2,506,918.00

PROJECT REFERENCE 2

ITEM	DETAILS
Project Name:	Runway Pavement & Airfield Lighting
Owner Name and Contact Information:	Rehab Runway 05-23 US Army Corps of Engineers
Project Description:	Airfield Asphalt Paving
Bidder's Role in Project:	Asphalt Paving Subcontractor
Contract Start Date (approx.):	11/20
Substantial Completion Date (approx.):	11/22
Dollar Value of Construction (approx.):	$ 4,349,706.00 Subcontract Amount

PROJECT REFERENCE 3

ITEM	DETAILS
Project Name:	Clinton Airport FBO Apron
Owner Name and Contact Information:	Sampson County & City of Clinton 89 Sampson Airport Rd Marty Wynn, PE AVCOM 910-605-7113
Project Description:	FBO Apron
Bidder's Role in Project:	Prime
Contract Start Date (approx.):	Late 2021
Substantial Completion Date (approx.):	Mid 2022
Dollar Value of Construction (approx.):	$ 425,000.00

Bidder shall attach additional pages if necessary to complete the required information.

LIST OF SUBCONTRACTORS

The Prime Contractor states that its bid is based on the following subcontractors for the categories of work listed which may exceed 5% of the contract work. The Prime Contractor agrees that if it is the successful bidder and if the listed subcontractors are approved by the Owner's Representative, it shall contract with the approved listed subcontractors for the performance of this work. The Prime Contractor shall notify the City immediately when there are any changes to this list.

REHABILITATION OF TAXIWAY FOXTROT AND GOLF

Project No. **COF1517009**

Trade / Category	Company Name	License Number
Plumbing Contractor		
HVAC Contractor		
Electrical Contractor	Rifenburg	87468
Other (specify):		
Other (specify):		
Other (specify):		

THIS FORM SHALL BE SUBMITTED WITH THE BID.

ITEM	DETAILS
Company Name: Highland Paving Co., LLC	
Bidder Signature:	
Title: Member Manager	
Date: 7-8-26	

DEBARMENT STATEMENT

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (prime contractor) certifies to the best of its knowledge and belief that it and its principals:

- ☑ Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☑ Have NOT within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☑ Are NOT presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and
- ☑ Have NOT within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Primary Participant is unable to certify to any of the statements above, the participant shall attach a written explanation to this certification.

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. ARE APPLICABLE THERETO.

ITEM	DETAILS
Signature: Brian Raynor	
Title: Member Manager	
Printed Name: Brian Raynor	
Date: 7-8-26	
Company Name: Hi-Way Paving Co., LLC	

SDBE PROGRAM & AFFIDAVITS

A. City of Fayetteville SDBE Program

The City of Fayetteville is committed to broadening economic opportunity by encouraging the participation of Small Disadvantaged Business Enterprises (SDBEs) in City-funded contracts. The SDBE Program applies to this solicitation. An SDBE is a business concern that is (1) small as defined by applicable SBA size standards or City thresholds for the relevant NAICS code, and (2) owned and controlled by individuals who have experienced economic disadvantage — without regard to race, gender, or ethnicity.

SDBE Participation Goal for this Solicitation: 0% of the total contract value. (Set by the Procurement Officer based on project type and available SDBE capacity.)

Good Faith Efforts: Bidders are expected to make good-faith efforts to identify and engage SDBE-certified firms as subcontractors, subconsultants, or suppliers. Document efforts including: solicitation of SDBE firms, responses received, and the basis for any selection or rejection of SDBE quotes. To search for certified SDBE firms, contact the City of Fayetteville Purchasing Division or visit www.fayettevillenc.gov/purchasing.

PART I — SDBE Certification Status

Is your firm a City of Fayetteville certified SDBE? ☐ Yes ☑ No

If YES, provide SDBE Certificate No.: _____

If NO, are you interested in SDBE certification? ☐ Yes ☑ No

PART II — SDBE Subcontractor / Supplier Utilization

Will you use SDBE-certified firms for any portion of this contract? ☐ Yes ☑ No

B. NC HUB Program (G.S. 143B-1361; G.S. 143-128.2)

Pursuant to N.C.G.S. 143B-1361(a) and 143-128.2, the City encourages participation by NC-certified Historically Underutilized Businesses (HUBs). The City will comply with applicable HUB utilization requirements based on funding source. HUB firms that are also SDBE-certified may be counted toward both programs.

Is your firm a NC-certified HUB entity? ☐ Yes ☑ No

If YES, provide HUB Vendor #: _____

HUB Participation Goal for this Solicitation: 0% of the total contract value.

HUB AFFIDAVIT - A: Good Faith Efforts Documentation

This solicitation does not require submission of HUB Affidavit A (Good Faith Efforts Documentation)

HUB GOOD FAITH EFFORTS — How General Contractor Plans to Meet HUB Goals

HUB AFFIDAVIT - B: 100% Self-Performance in Lieu of HUB Participation Goal

This solicitation does not require submission of HUB Affidavit B (100% Self-Performance)

HUB AFFIDAVIT - C: Meeting the HUB Participation Percentage Goal

This solicitation does not require submission of HUB Affidavit C (Meeting HUB Participation Goal)

C. Federal Disadvantaged Business Enterprise (DBE) Program

Authority: 49 CFR Part 26; 49 U.S.C. § 47113

This project is subject to the City of Fayetteville's FAA-approved Disadvantaged Business Enterprise (DBE) Program on file with the FAA Office of Civil Rights. The DBE contract goal for this project is **0%**, established as required by the USDOT DBE Interim Final Rule effective October 3, 2025 (49 CFR § 26.111) and per NCDOT Division of Aviation guidance issued October 6, 2025. Until the North Carolina Unified Certification Program (NCUCP) completes its reevaluation of all certified DBE firms, no DBE contract goals may be set on federally funded projects.

The mandatory 49 CFR § 26.13 contract assurance (Construction Contract Article 7.8.1) must be incorporated verbatim in all subcontracts and sub-tier agreements on this project.

For DBE firm certification information contact the NC Unified Certification Program (NCUCP): ncdot.gov/business/small business

SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS

1.1 Applicability of DBE Requirements

If this Contract involves federal funding from the U.S. Department of Transportation (USDOT) or other federal agencies requiring Disadvantaged Business Enterprise (DBE) participation, Contractor agrees to

comply with all applicable federal DBE requirements as set forth in 49 C.F.R. Part 26, as amended, and the City's approved DBE program.

1.2 DBE Program Compliance Under October 3, 2025 Interim Final Rule

Contractor acknowledges that effective October 3, 2025, USDOT removed race- and sex-based presumptions of social and economic disadvantage from the DBE program. All DBE participation must now be based on individualized determinations of social and economic disadvantage without regard to race or sex.

1.2.1 Current Certification Requirements

Any DBE firm utilized by Contractor to meet DBE goals must be properly certified under the revised standards requiring:

(a) Individualized demonstration of social and economic disadvantage based on the owner's personal experiences and circumstances within American society, without regard to race or sex;

(b) A personal narrative establishing the existence of disadvantage based on specific instances of economic hardship, systemic barriers, and denied opportunities that blocked the owner's progress or success in education, employment, or business, including getting financing on terms available to another person who had advantages and was similarly situated;

(c) Current certification through the North Carolina Unified Certification Program (NCUCP) or other applicable state or regional Unified Certification Program (UCP);

(d) Compliance with personal net worth and business size standards as established in 49 C.F.R. Part 26.

1.2.2 Recertification Process

Contractor acknowledges that all previously certified DBE firms are subject to mandatory reevaluation and recertification under the new individualized standards. Until a DBE firm completes recertification under the October 3, 2025 rule:

(a) The firm's participation may not be counted toward DBE goals on new contracts;

(b) Contractor bears the risk of utilizing firms whose certifications may be decertified during the reevaluation process;

(c) Contractor must verify current certification status with the NCUCP before executing subcontracts with DBE firms.

1.2.3 DBE-Neutral and DBE-Conscious Measures

Consistent with the revised federal regulations, the terms "race-neutral" and "race-conscious" are replaced with "DBE-neutral" and "DBE-conscious" measures. The City's DBE program will utilize

DBE-neutral measures to the maximum extent feasible before implementing any DBE-conscious contract goals.

1.3 Contract-Specific DBE Goals

If a specific DBE participation goal has been established for this Contract, that goal is: 0 %.

Contractor must meet this goal through one or more of the following methods:

(a) By subcontracting a portion of the work to qualified, certified DBE firms;

(b) By demonstrating good faith efforts to meet the goal as defined in 49 C.F.R. § 26.53;

(c) By obtaining a waiver from the City based on documented unavailability of qualified DBE firms.

1.4 Good Faith Efforts

If Contractor is unable to meet the stated DBE goal, Contractor must demonstrate that it made adequate good faith efforts to meet the goal. Good faith efforts include, but are not limited to:

(a) Soliciting through all reasonable and available means the interest of certified DBEs;

(b) Attending pre-bid meetings to inform DBEs of contracting and subcontracting opportunities;

(c) Providing interested DBEs with adequate information about plans, specifications, and requirements;

(d) Negotiating in good faith with interested DBEs and not rejecting DBEs as unqualified without sound reasons;

(e) Making portions of the work available to DBE firms, including breaking down contracts into economically feasible units;

(f) Providing assistance in obtaining bonding, lines of credit, or insurance required by the City or Contractor;

(g) Effectively using services of available business assistance organizations.

1.5 North Carolina Small Business Enterprise (SBE) Program

If this Contract is subject to North Carolina state requirements (NCGS § 143-128.2 and 01 NCAC 30I), Contractor agrees to comply with applicable Small Business Enterprise program requirements.

1.5.1 NCDOT SBE Program (If Applicable)

For projects administered by or in coordination with the North Carolina Department of Transportation, Contractor acknowledges that businesses with annual gross income exceeding $1,500,000 (exclusive of materials) are not eligible to participate as SBEs under the NCDOT SBE Program.

1.5.2 Statewide NCSBE Program (If Applicable)

For projects subject to the North Carolina Department of Administration's Statewide Small Business Enterprise (NCSBE) Program, eligible businesses must:

(a) Be headquartered in North Carolina;

(b) Have annual net income not exceeding $1,500,000 after cost of goods sold is deducted;

(c) Have up to 100 employees;

(d) Maintain current NCSBE certification through the NC Office for Historically Underutilized Businesses (HUB).

1.6 Counting DBE/SBE Participation

DBE and SBE participation will be counted in accordance with the provisions of 49 C.F.R. § 26.55 and applicable state regulations. Only the work actually performed by certified DBE/SBE firms using their own employees, or work that the firm is directly responsible for, will count toward meeting goals.

1.7 Reporting and Record-Keeping Requirements

Contractor shall:

(a) Submit DBE/SBE utilization reports with each monthly payment application, documenting actual payments made to DBE/SBE subcontractors;

(b) Maintain records demonstrating payments to DBE/SBE firms for three (3) years following final project completion;

(c) Provide copies of executed subcontracts and evidence of payment upon City request;

(d) Immediately notify the City if a DBE/SBE firm is terminated or fails to perform, and document good faith efforts to replace the firm with another qualified DBE/SBE.

1.8 Prohibition Against Discrimination

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 and NCGS § 143-128.2 in the award and administration of this Contract.

1.8.1 Mandatory DBE Assurance — MANDATORY TEXT (49 CFR § 26.13) — Must Be Included Verbatim in All Subcontracts

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to: (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or (2) Cancelling, terminating, or suspending a contract, in whole or in part. This assurance must be included verbatim in all subcontracts and sub-tier agreements on this project.

1.9 Prompt Payment to Subcontractors

Contractor agrees to pay all subcontractors, including DBE and SBE subcontractors, for satisfactory performance of their contracts no later than thirty (30) days from Contractor's receipt of payment from the City. Any delay or postponement of payment must be for good cause and with the City's prior written approval.

Contractor further agrees to return any retainage payments to subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted by the City.

1.10 Commercially Useful Function

A DBE or SBE performs a commercially useful function when it is responsible for execution of the work and actually performs, manages, and supervises the work involved. To count toward DBE/SBE goals, the firm must carry out its responsibilities by actually performing, managing, and supervising the work with its own workforce.

1.11 Substitution of DBE/SBE Firms

Contractor shall not terminate or substitute a DBE or SBE firm listed in the original proposal without the City's prior written consent. Requests for substitution must include:

(a) Documentation of good cause for the requested substitution;

(b) Written notice provided to the DBE/SBE firm with an opportunity to respond;

(c) Documentation of good faith efforts to find an acceptable replacement DBE/SBE firm, if applicable.

1.12 Sanctions for Non-Compliance

Failure to comply with DBE/SBE requirements may result in:

(a) Withholding of progress payments;

(b) Suspension or termination of the Contract;

(c) Debarment from future City contracts;

(d) Such other remedies as may be available under federal or state law.

1.13 Federal Funding Acknowledgment

If this Contract is funded in whole or in part with federal funds, Contractor acknowledges that federal requirements take precedence over state and local requirements to the extent of any conflict, and that the City's DBE program operates in compliance with USDOT requirements.

ATTACHMENT - D: FAA BUY AMERICAN PREFERENCE CERTIFICATION

Equipment/Building Projects Authority: 49 U.S.C. § 50101; Infrastructure Investment and Jobs Act (P.L. 117-58); FAA Reauthorization Act of 2024, P.L. 118-63 § 768
As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification with the bid.

[ ] Bidder hereby certifies that it WILL comply with 49 U.S.C. § 50101, the Build America, Buy America Act, and related FAA policies by: (a) only installing steel and manufactured products produced in the United States; (b) only installing construction materials manufactured in the United States; (c) installing manufactured products for which the FAA has issued a waiver; or (d) installing products listed as Excepted Articles under FAR Subpart 25.108.

[ ] Bidder hereby certifies that it CANNOT comply with the 100% Buy American preference of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). Bidder agrees to submit complete waiver documentation to the Owner and FAA within 15 calendar days of selection as the apparent low bidder.

Note (P.L. 118-63 § 768): Federal funds may not be used to procure buses or rail car vehicle rolling stock from covered entities.

False Statements: Per 49 U.S.C. § 47126, a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

Date: 7-8-26 Signature: Brian Raynor

Printed Name: Brian Raynor Title: Member Manager

Company Name: Hi-Way Paving Co., LLC

ATTACHMENT - E: TRADE RESTRICTION CERRTIFICATION

Authority: 49 U.S.C. § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- is **not** owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- has **not** knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the USTR list; and
- has **not** entered into any subcontract for any product to be used on this Federal project that is produced in a foreign country on such USTR list.

This certification concerns a matter within the jurisdiction of an agency of the United States of America. A false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001. The Offeror agrees to incorporate this certification without modification in all lower-tier subcontracts (49 CFR § 30.17).

Date: 7-8-26 Signature: Brian Raynor

Printed Name: Brian Raynor Title: Member Manager

Company Name: Highland Paving Co., LLC

ATTACHMENT - F: TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

Authority: Consolidated Appropriations Act, 2022, P.L. 117-103 § 8113; DOT Order 4200.6

The applicant must complete both statements by inserting a checkmark in the applicable response:

1. The applicant represents that it [ ] IS [ ] IS NOT a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it [ ] IS [ ] IS NOT a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: An affirmative response to either statement renders the applicant ineligible to receive an award unless the agency Suspension and Debarment Official (SDO) has determined that further action is not required to protect the Government's interests. The applicant agrees to incorporate this certification in all lower-tier subcontracts.

Date: 7-8-26 Signature: Brian Sawyer

Printed Name: Brian Sawyer Title: Member Manager

Company Name: H. Sawyer Land Logging Co., LLC

ATTACHMENT – G: CERTIFICAITON REGARDING DOMESTIC PREFERANCES FOR PROCUREMENTS

Authority: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Date: 7-8-26 Signature: Brian Rayner

Printed Name: Brian Rayner Title: Member Manager

Company Name: Hi-Way Paving Co., LLC

ATTACHMENT - H: CERTIFICATION REGARDING LOBBYING

Authority: 31 U.S.C. § 1352; 2 CFR Part 200, Appendix II(I) Required for contracts and subcontracts of $100,000 or more.

The undersigned certifies, to the best of its 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, or the extension, continuation, renewal, amendment, or modification thereof.
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 language of this certification must be included in the award documents for all sub-awards at all tiers, and all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact. 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.

Date: 7-8-26 Signature: Brian Raynor

Printed Name: Brian Raynor Title: Member Manager

Company Name: H. Nan Paving Co., LLC

GREAT AMERICAN.
INSURANCE COMPANIES

KNOW ALL MEN BY THESE PRESENTS, THAT WE Highland Paving Company, LLC

as Principal, and Great American Insurance Company

301 East 4th Street, Cincinnati, OH 45202

as Surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Fayetteville Regional Airport, City of Fayetteville, 433 Hay Street, Fayetteville, NC

as Obligee, in the penal sum of AN AMOUNT EQUAL TO FIVE PERCENT OF PRINCIPAL'S BID (5%) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 9th day of July, 20 26

WHEREAS, the said Principal is herewith submitting proposal for

Rehabilitation of Taxiways Foxtrot and Golf

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1.

Highland Paving Company, LLC (SEAL)

(SEAL)

Great American Insurance Company

(SEAL)

(SEAL)

Attorney-in-Fact, Martha Ann Marley Long

GREAT AMERICAN INSURANCE COMPANY

S 848D (10/97) (North Carolina)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 15081

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARTHA ANN MARLEY LONG	MOORESVILLE, NC	UNLIMITED
VONDA A. RENTZ	NEESES, SC	UNLIMTED

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of JULY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29TH day of JULY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of July , 2026 .

Assistant Secretary

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

PURCHASING

July 10, 2026

MEMO TO: Prospective Bidders

FROM: Kimberly Toon, Purchasing Manager

SUBJECT: **Addendum #3:** Rehabilitation of Taxiway Foxtrot and Golf Project – Re-Advertisement

DUE DATE AND TIME: **JULY 16, 2026; 10:00 a.m.**

1. The Bid Documents are hereby modified by this Addendum #3 dated July 10, 2026. To include the following changes:

SPECIFICATIONS:

a. **L-125 - Installation of Airport Lighting Systems**
   i. **Item L-125-8 ADB CCR Re-Calibration allowance will be $15,000.**
b. **Please acknowledge Addendum 01 and Addendum 02 from previous bid advertisement. (attached)**

2. The foregoing changes shall be incorporated in the Bid Documents, and a copy of the Addendum #3, signed by the Bidder, must accompany the Bid to indicate the Bidder's familiarity with the changes.

BIDDER'S QUESTIONS:

1. *Your allowance for ADB Safegate to Recalibrate CCRs. Has no allowance cost. ADB has no allowance cost in their quote to contractors. Are we just supposed to put zero in this line item?*
   a. **Item L-125-8 ADB CCR Re-Calibration allowance cost will be $15,000**

Attachments: Attendance Sheet from Previous Bid Opening (07/09/2026)

Bidder Acknowledgement:

Bidder Name (Print): D. A. Byrd

Bidder Signature: [signature]

Date of Signature: 7-14-26

AMENDMENT 2
to
WORK AUTHORIZATION No. 5
For
REHABILITATION OF TAXIWAYS FOXTROT and GOLF

This AMENDMENT, made and entered into by and between the OWNER:

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

and the CONSULTANT:

RS&H Architects-Engineers-Planners, Inc.
8521 Six Forks Road, Suite 400
Raleigh, NC 27615

Amends WORK AUTHORIZATION No. 5 executed by and between the parties hereto on the 16th day of April 2026, into which this AMENDMENT is hereby incorporated and made a part hereof, to specify the following:

Scope of Basic Services: Amendment 2 to WORK AUTHORIZATION No. 5 is to provide additional compensation and time to the Consultant for Labor and Reimbursable expenses for the following additional general scope items:

- Construction Administration Services
- Quality Assurance Testing

Additional tasks are as follows:

Task B.1 – Construction Administration Services

Task B.1.1 Pre-Construction Conference – The CONSULTANT shall prepare for and attend a pre-construction conference at the Airport to be held with the Contractor, OWNER, and quality assurance testing firm.

Task B.1.2 Weekly Construction Meetings – The CONSULTANT shall facilitate weekly construction meetings at the Airport office with the Contractor and the OWNER. Meeting minutes will be issued by the CONSULTANT and confirmed by the Contractor, being distributed prior to the next meeting. Weekly meetings will include the following items:

- Safety Incidents
- Construction Progress Updates
- Planned Construction Activities
- Phasing Coordination
- Pending Requests for Information (RFI)
- Pending Submittals
- As Needed: Billings, Change Orders, Testing

Task B.1.3 Construction Observation Services – The CONSULTANT shall assign a Resident Project Representative (RPR) that shall make daily site visits to the construction site to observe the general progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor's construction schedule. The CONSULTANT shall make daily inspection reports to the OWNER to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the Consultant.

Daily inspection reports will provide information on what equipment, personnel, and operations are being performed on the site. Weather information will also be provided. Construction observation will be provided day or night or at the specific request of the OWNER.

The CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project's construction. Furthermore, the CONSULTANT shall not be responsible for the acts or omissions of the contractor, subcontractors, any of their agents or subcontractor's employees, nor any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents.

Task B.1.4 Shop Drawings – The CONSULTANT shall review and take appropriate action as outlined in the contract documents upon the receipt of shop drawings, samples, and other submissions furnished by the Contractor and submitted to the CONSULTANT. The CONSULTANT shall maintain a log of all contractor submittals that shall include the submittal date, the action taken, and the date returned. The log shall be included with the weekly construction meetings, Task A.1.2.

Task B.1.5 Change Orders – The CONSULTANT shall prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of the Airport and contractor relating to the execution and progress of the work and other matters and questions related thereto.

Task B.1.6 Clarifications/RFI Review – The CONSULTANT shall provide design clarifications and recommendations to assist the Airport in resolving field problems relating to the construction. The CONSULTANT shall evaluate contractor change and cost proposals and substitutions and recommend to the Airport to either approve or disapprove the contractor's proposal or substitution.

Task B.1.7 Contractor Pay Requests – The CONSULTANT shall review contractor applications for payment and supporting data received from the Contractor, review the amount owed to the contractor and recommend approval in writing all payments to contractor in accordance with the contract documents.

Task B.1.8 Substantial and Final Completion Inspection and Punch Lists - The CONSULTANT shall perform, together with the OWNER, Contractor, and subconsultants, a substantial completion and final completion inspection to determine if the project has been

completed in accordance with the contract documents and if the contractor has fulfilled all of its obligations thereunder so that CONSULTANT may recommend approval if applicable, in writing, of final payment to the contractor.

Task B.1.9 Develop Warranty Information – The CONSULTANT shall assist the Airport and Contractor in receiving and forwarding to the Airport's authorized representative written warranties and related documents assembled by the contractor.

Task B.1.10 Record Drawings – The CONSULTANT shall provide one set of reproducible drawings and CAD files "record drawings", which shall become the property of the Airport, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon "as-built" prints, drawings, field sketches and other data furnished to the CONSULTANT by the Contractor, and upon change orders issued during construction.

To avoid misunderstandings or questions, the CONSULTANT understands and agrees that the Airport shall have the responsibility for the general administration of the construction contract. Accordingly, the CONSULTANT shall not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, shall provide continuing counsel to the Airport's authorized representative throughout the construction of the project.

Task B.1.11 Project Management – Progress reports will be made monthly to the Airport's authorized representative during the entire duration of the project, as required. The CONSULTANT, in coordination with subconsultants and the contractor, shall perform monitoring of scheduling, resource allocation, monitoring, oversite, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The CONSULTANT shall manage their responsibilities for the project in a professional manner, will assign qualified individuals to the project, and shall complete the efforts within a reasonable time frame.

Additional Subconsultant Services for this Amendment

QUALITY ASSURANCE TESTING SERVICES – S&ME, Inc.

S&ME will provide material testing services for the installation of subgrade, stone, asphalt, and other materials as defined in the contract documents. This testing shall be performed in addition to the quality control testing expected by the contractor and does not release the contractor from providing those services for material acceptance.

ELECTRICAL SUBCONSULTANT – Walls Engineering, Pllc.

The electrical engineer shall provide construction administration services that allow response of RFIs and Change Orders. Some site visits have been included in their scope of work to address issues and perform punch list inspections.

Additional Services: See Attachment B – Fee Estimate for Construction Administration Services

Reimbursable Expense Compensation: See Attachment B – Fee Estimate for Construction Administration Services

Total Compensation and Method of Payment: Consultant Basic Services Compensation as an hourly not-to-exceed amount will be increased by $283,183.00 from $652,098.00 to $935,281.00 ($156,767.00 for Construction Administration Services and $126,416.00 for Reimbursable Expenses - See Attachment B – Fee Estimate for Construction Administration Services)

All other provisions of the referenced WORK AUTHORIZATION shall remain in full force and effect and unmodified by the AMENDMENT other than as noted herein.

"OWNER" CITY OF FAYETTEVILLE	"CONSULTANT" RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC.
BY: _____	BY: _____
Doug Hewett City Manager Date: _____	Dale Stubbs Project Officer Date: _____

City of Fayetteville NC Fayetteville Regional Airport
Attachment B - Fee Estimate for Construction Administration Services
Work Authorization No. 5
REHABILITATION OF TAXIWAYS FOXTROT and GOLF
Contstruction Administration Services

	SCOPE / TASK TITLE	PROGRAM MANAGER	PROJECT DIRECTOR	PROJECT MANAGER	SENIOR ARCHITECT	PROJECT ARCHITECT	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	ENGINEERING INTERN	SENIOR TECHNICIAN	ADMIN ASSIST	TOTAL
TASK B.1 Construction Administration Services		MANHOURS													
1.1	**Pre-Construction Conference**		4							4	8				16
1.2	**Weekly Construction Meetings (7 weeks x 2 people @ 4 hrs/wk)**		12							16	28				56
1.3	**Construction Observation Services (8 weeks x 1 person @ 50 hrs/wk)**									350	56				406
1.4	**Shop Drawings**			5			10			50	60				125
1.5	**Change Orders (Est. 4 hrs. / week avg.)**		8	3			5			5	8			5	34
1.6	**Clarifications/RFI Review (Est. 8 hrs. / week avg.)**		8	3			10			10	20			5	56
1.7	**Contractor Pay Requests**			10						10	10				30
1.8	**Substantial and Final Completion Inspection and Punch Lists**		8	5						20	10				43
1.9	**Develop Warranty Information**			5						10				5	20
1.10	**Record Drawings**			5			5			10	40				60
1.11	**Project Management**	4	40				10			50			20		124
	TOTAL HOURS	4	80	36	0	0	40	0	0	535	240	0	20	15	970
	RATE	$295.00	$262.50	$217.00	$211.00	$186.00	$204.00	$186.00	$171.00	$160.00	$121.00	$99.00	$129.00	$93.00	
	TOTAL LABOR $	$1,180	$21,000	$7,812	$0	$0	$8,160	$0	$0	$85,600	$29,040	$0	$2,580	$1,395	**$156,767**

REIMBURSABLE EXPENSES (At-Cost)

Plans, Bulletins, RFIs, and Change Orders	20	10	Sheets		
	@	@			
	$3.50	$0.20	Cost	3 # of Sets	$ 216.00
Reports/Memos	100		Pages		$350
TOTAL REPRODUCTION					**$ 566.00**
	0	0			
POSTAGE/DELIVERY	@	@			
	$18.00	$0.60			
No Postage	0	0			
TOTAL POSTAGE/DELIVERY	$0.00	$0.00			**$0.00**

SUBCONSULTANTS [Allowances]								
Quality Assurance Testing -- S&ME								$59,873
Electrical Construction Administrative Services -- Walls Engineering								$53,865
Total Cost -- Subconsultants								**$113,738**
TRAVEL			Airfare @	Lodging @	Per Diem @	Misc @	Mileage @	No. of
	# People	# Days	$650	$100	$60	$20	$0.725	0
Resident Project Representative Full-Time Observation	1	50	$0	$5,000	$3,000	$0	$0	$8,000
								$0
Total Travel Expenses (At-Cost)								**$8,000**
MILEAGE								
Meetings (160 miles to and from RS&H Office x 7 meetings)	1,120.00	Miles @	$0.725					$812
Lease, Fuel, Maintenance, and Insurance for Engineering Field Personel Vehicle	$1,650	per month	2	Months				$3,300
Total Mileage Expenses (At-Cost)								**$4,112**
Sub-Total Hourly Not-to-Exceed Fee for Additional Services:								$156,767
Sub-Total At-Cost Reimbursable Expenses:								$126,416
Total Fee for Construction Admin Services & Reimbursable Expenses:								**$283,183**

462

April 15, 2026

RS&H
8521 Six Forks Road, Suite 400
Raleigh, North Carolina 27615

Attention: Ms. Tarryn Little, PE
Associate Vice President, Aviation

Reference: **Proposal for Quality Acceptance Testing**
Taxiway F and G Rehabilitation
Fayetteville Regional Airport
Fayetteville, North Carolina
S&ME Proposal Number 25050709A

Dear Tarryn:

S&ME, Inc. (S&ME) appreciates the opportunity to present this proposal to provide materials acceptance testing services for the referenced project. This proposal includes a summary of our understanding of the project, our proposed scope of services, and the estimated fee. We understand this work will be authorized through a contract between RS&H and S&ME.

♦ PROJECT INFORMATION

Our understanding of the project is based on the following:

- Request for proposal from you dated April 6, 2026
- Airport Rehab of TW F&G, Technical Specs and Bid Documents
- Contractor Phasing Plan and Schedule

We understand the project will include milling and asphalt pavement replacement (mill and fill) within Taxiways F and G. There is a potential that embankment fill could be required during grading of shoulders. We understand the contract time is 45 calendar days and that construction is anticipated to begin in the summer of 2026.

♦ Scope of Work

Based on review of the provided documents and our experience on similar projects, we understand the following services will be required.

FAA P-152 Excavation, Subgrade, and Embankment (if needed)

- **Proofroll Observations:** Our services can consist of observing as the contractor proofrolls the existing soil surfaces after stripping and grubbing of the site, but before placement of structural fill. Areas of yielding or unstable soil conditions can be identified in the field by our personnel and recommendations provided, if required.

- **Undercutting Observations:** When necessary, S&ME personnel can observe undercutting operations and measure the approximate length, width, and depth of undercut areas using a tape measure. If S&ME provided the recommendations for undercutting, our personnel can determine when the recommended suitable conditions are reached.

- **In-Place Density Testing:** On a part-time basis, our services can consist of performing in-place field density tests at randomly selected locations to measure the density of the fill placed in structural areas throughout the project site. The results can be used in conjunction with laboratory Proctor results to calculate the degree of compaction for compliance with the project documents. As outlined in the project specifications, testing will be performed by the nuclear gauge method (ASTM D6938).

- **Laboratory Testing:** After obtaining representative soil samples from the site, our laboratory personnel can perform standard Proctor (ASTM D698) testing to obtain the material's optimum moisture content and maximum dry unit weight. In addition, Atterberg limits and grain size analysis testing can be performed.

FAA P-401 Asphalt Mix Pavement

- Our personnel can perform QA testing per the FAA P-401 Plant Mixed Bituminous Pavement specifications. Typically, QA testing is performed in the contractor's laboratory, utilizing the contractor's equipment. The contractor will obtain asphalt cores and return them to the laboratory for testing. QA testing typically involves the following: Marshall bulk sampling of the mix, Maximum Theoretical Specific Gravity and air void calculations of the mix, and specific gravity testing of the cores. S&ME will review Job Mix Formulas and submittals.

Project Report, Management, and Administration

- **Daily Reports:** Daily reports of the evaluations, observations, and tests performed by S&ME field personnel will be electronically emailed to the provided distribution list once reviewed by an S&ME project manager. Our personnel will provide verbal communication of test results while on site to your representative.

- **Project Summary Report:** At the conclusion of the project, we can provide you with a summary report of S&ME's QA testing services performed during construction of the project.

- **Meetings:** An S&ME representative can attend the pre-construction meeting, the QC/QA workshop meeting, pre-installation meeting, and project progress meetings.

♦ EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our Scope of Services:

- Environmental services including sampling, testing, and observations of contaminated soils and/or water.
- Contractor QC testing, evaluations, and observations.
- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.

♦ CLIENT RESPONSIBILITIES

We ask that you be responsible for the following:

- **Plans and Specifications** – Provide us with current project plans and specifications, including any revised or additional drawings/directives that are produced during construction of the project.

- **Scheduling** – Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.

- **Report Distribution** – Provide us with all applicable names and addresses for report distribution.

- **Orientation or Passes** – We understand safety and site orientation may be required for the project. Please provide us with contacts to schedule these classes and orientation. Time and expenses for these items will be billed at the unit rates shown on the cost estimate.

♦ COMPENSATION

Costs for testing services will be based on actual quantities of work performed and the attached unit rates. We have based our cost estimate on project documents, past experience with similar scale projects, and our understanding of the contract time for rehabilitation of the taxiways. Based on the understanding that the contractor will have a detailed Quality Control plan, we have estimated a cost of $59,873.

Please note that the total testing cost is dependent on many factors and is significantly influenced by the actual construction schedule. If the actual construction schedule varies from that provided, the total cost for testing services will also vary. We will not exceed the estimated testing fee without your authorization.

Please note that our invoice payment terms are 30-days net. Once a contract is agreed upon and you receive our first invoice, we ask that you verify our invoice headings, descriptions, and mailing address to assure prompt payment.

♦ AUTHORIZATION

We expect that RS&H will issue a subcontract agreement with S&ME for this work.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended unless the changes are first agreed to by the client and S&ME. Use of this proposal and resulting documents is limited to the above referenced project and client. No other use is authorized by S&ME.

♦ CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions concerning the information presented herein, please contact us at your convenience.

Sincerely,

S&ME, Inc.

Eric Shaffer, PE
VP/Office Principal

Wes Lowder, P.E.
Senior Vice President

Attachments: Quality Acceptance Testing Cost Estimate

QUALITY ACCEPTANCE TESTING COST ESTIMATE

Proposal Name: Fayetteville Regional Airport
Proposal Location: Fayetteville, North Carolina
Proposal No.: 25050709A

EXPENSES

Natural Moisture Content:		tests	@	$25.00	each	$0
Atterberg Limits:		tests	@	$125.00	each	$0
Modified Proctor		tests	@	$275.00	each	$0
FDR Mix Design		tests	@	$3,000.00	each	$0
Nuclear Density Gauge		days	@	$55.00	each	$0
Truck Charge		days	@	$50.00	each	$0
Specific Gravity/Density of Asphalt Cores		tests	@	$60.00	each	$0
Unit Weight:		tests	@	$150.00	each	$0
Compressive Strength Cylinders, 6in. x 12in.		tests	@	$35.00	each	$0
Compressive Strength Cylinders, 4in. x 8in.		tests	@	$30.00	each	$0
Mileage	4000	miles	@	$0.70	per mile	$2,800
				EXPENSES SUBTOTAL:		**$2,800**

PROFESSIONAL SERVICES

Labor				**Salary Rate**		
P6 - Senior Engineer/Professional	30	hours	@	$83.73	per hr	$2,511.90
P5 - Project Engineer/Manager:		hours	@	$64.99	per hr	$0.00
P4 - Staff Engineer/Professional		hours	@	$52.88	per hr	$0.00
P3 - Staff Engineer/Professional	40	hours	@	$41.93	per hr	$1,677.20
P2 - Staff Professional:		hours	@	$33.33	per hr	$0.00
P1 - Staff Professional:		hours	@	$29.50	per hr	$0.00
T6 - Engineering Technician	210	hours	@	$37.53	per hr	$7,881.30
T6 - Engineering Technician - overtime	105	hours	@	$56.30	per hr	$5,911.50
Project Administrator	15	hours	@	$34.19	per hr	$512.85
				Payroll Burden:		$18,494.75
				Overhead:	180.32%	$ 33,349.73
				Subtotal:		$ 51,844.48
				Fixed Fee:	10%	$5,184.45
				Cost of Capital:	0.2400%	$44.39
				PAYROLL TOTAL:		**$57,073.32**

ENGINEERING SERVICES TOTAL: **$59,873**

TOTAL: $59,873

Professional Design Services – Airfield Lighting Systems Construction Administration Task

A. CONSTRUCTION ADMINISTRATION (CA): Construction Administration services for the project will be provided by the CONSULTANT. Construction Administration services shall include the following:

- Complete a site visit with the OWNER to review construction. The site visit will be a visual review of the construction activities.
- Attend weekly construction progress meetings virtually throughout the duration of the project (16 meetings anticipated).
- Review and respond (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit (15 submittals anticipated).
- Review and respond to request for information from the Contractor (10 RFIs accounted for).
- Recommend to RS&H design changes and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare design change(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. (3 Design Changes Accounted for).
- Attend final walk through at or near the end of the project as scheduled by the Airport / RS&H.

B. MISCELLANEOUS

1. All work not specifically stated in this scope of work is excluded. For clarity, a list of exclusions is shown below:
    a. Any permitting
    b. Electrical Construction Inspection Services
    c. Sub-Surface evaluation of electrical items
    d. Electrical Testing

The above list is not all-inclusive.

C. DELIVERABLES

- Field reports during site visits during construction
- Reviewed electrical shop drawings
- Responded to RFIs

- Change Order documents, as required
- Electrical Punchlist
- Record drawings – DWG Format and PDF format

D. PROJECT FEE

The total fee to perform the scope of services described is the lump sum amount as ***shown in the attached*** man-hour / task break.

END OF SCOPE OF SERVICES

Fayetteville Regional Airpot **4/15/2026**

Taxiway F and G Rehabilitation Project - Construction Admin.

DESCRIPTION	PROJECT MANAGER		ENGINEER		CADD Tech		Admin		Total Labor	
	Rate:	$ 188	Rate:	$ 156	Rate:	$ 71	Rate:	$ 65		
	MH	COST	MH	COST	MH	COST	MH	COST	MH	COST
Construction Admin - Airfield Electrical										
Evaluate Bid Tab	2	$ 376	0	$ -	0	$ -	0	$ -	2	$ 376
Pre-Construction Meeting	4	$ 752	0	$ -	0	$ -	0	$ -	4	$ 752
Attend weekly Construction Metings via conference call (16 total)	30	$ 5,640	30	$ 4,680	0	$ -	0	$ -	60	$ 10,320
Respond to RFI (Estimated 10 RFIs)	20	$ 3,760	30	$ 4,680	30	$ 2,130	0	$ -	80	$ 10,570
Review Shop Drawings (Estimated 15 Shop Drawings)	32	$ 6,016	40	$ 6,240	0	$ -	0	$ -	72	$ 12,256
Design Changes (Estimated 3 Design Changes)	15	$ 2,820	20	$ 3,120	45	$ 3,195	0	$ -	80	$ 9,135
Site Visit / Substantial Completion Walk-Thru	8	$ 1,504	8	$ 1,248	0	$ -	0	$ -	16	$ 2,752
Final Walk-Thru	8	$ 1,504	8	$ 1,248	0	$ -	0	$ -	16	$ 2,752
Record Drawings	4	$ 752	16	$ 2,496	24	$ 1,704	0	$ -	44	$ 4,952
									374	**$ 53,865**
								Total		**$ 53,865.00**

CITY OF FAYETTEVILLE **August 10, 2026**

2026-2027 BUDGET ORDINANCE AMENDMENT
2027-2

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 22, 2026 is hereby amended as follows:

Section 7. The following sources of funds and other financing sources, along with the corresponding expenditures and other financing uses, are hereby appropriated for the Rehabilitation of Taxiway Foxtrot and Golf according to the following schedules:

Airport Capital Project Fund

Sources	Listed As	Revision	Revised Amount
Federal Funding	$ 2,142,598	$ 831,162	$ 2,973,760
Other Funding Sources	-	-	-
State Funding	500,000	-	500,000
Unassigned Capital Fund Balance	-	601,795	601,795
	$ 2,642,598	$ 1,432,957	$ 4,075,555
Airport Capital Project Fund Expenditures	$ 2,642,598	$ 1,432,957	$ 4,075,555

Adopted this 10th day of August, 2026.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0530

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A19

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

THRU: **Jeffrey Yates, Assistant City Manager**

FROM: **Joseph A Staton, Jr, Project and Contract Manager**

DATE: **August 10, 2026**

RE:
Authorize the City Manager to enter into a contract with Cruz Master LLC in the amount of $693,713.00

COUNCIL DISTRICT(S):
2

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
The Blue Street Senior Center Facility Renovation Project will convert the existing Senior Center into an office environment and rehabilitate the parking lot to support safe and efficient daily operations. The scope includes all necessary design, construction, and finish work required to achieve a functional, compliant, and aesthetically appropriate workspace.

Background:
The City intends to renovate the Blue Street Senior Center Facility to repurpose it from a recreation center into office space. The existing facility, while assumed to be structurally sound, is not currently configured or finished to support an administrative office environment. The renovation project will include updating interior finishes, reconfiguring interior spaces to provide an efficient and user-friendly layout, and making necessary improvements to meet ADA accessibility standards. In addition, minor exterior enhancements will be completed to improve the building's curb appeal and create a more professional and welcoming presence for staff and visitors. Planned parking lot safety and repair improvements will be addressed through a separate project and are recognized as a complementary effort supporting overall site functionality. This project aligns with the City's goal of efficiently utilizing existing assets while providing a safe, functional, and accessible workplace.

Issues/Analysis:
- Completion of project within budget and schedule requirements.
- Provide a functional and efficient design that meets the operational needs and expectations of City staff and facility users.
- Compliance with ADA and building codes.
- Effective communication and coordination between City departments, design

team, and contractors.

Budget Impact:

- BKS Construction - No Bid
- Cruz Master LLC, - Base $556,746.00 Alt. G-1 $136,967.00
- Eastern Builders - No Bid
- Group III Management - Base $815,000.00 Alt. G-1 $234,000.00
- Hayes, Inc. Base $605,489.00 Alt. G-1 $247,000.00
- K&C Contractors, Inc. - No Bid
- Kevin K Jacobs General Contracting, Inc. - Base $899,500.00 Alt. G-1 $249,500.00
- L & L Drywall & Construction, Inc. - Base $715,900.00 Alt. G-1 $205,000.00
- M&E Contracting, Inc. - No Bid
- Marks Construction Company - No Bid
- Navlani Construction - Base $771,073.00 Alt. G-1 $271,875.00
- Shaw Construction Company, Inc. - Base $807,595.80 Alt. G-1 $233,826.12

Options:

1. Authorize the City Manager to enter into a contract with Cruz Master LLC.
2. Do not authorize City Manager to enter into a contract with Cruz Master LLC.

Recommended Action:

Authorize the City Manager to enter into a contract with Cruz Master LLC.

Attachments:

Blue Street Renovation Bid Tabulation
Bid References-Recommendation Letter

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

Bid Tabulation

July 23, 2026

Blue Street Office Builidngs Renovation

Owner: City of Fayetteville

GORDON JOHNSON Architecture

General Contractor	Addenda 1	Required Forms	Bid Security	Base Bid	Alt. G-1
BKS Construction	-	-	-	No Bid	
Cruz Master LLC	✓	✓	✓	$556,746.00	$136,967.00
Eastern Builders	-	-	-	No Bid	
Group III Management	✓	✓	✓	$815,000.00	$234,000.00
Hayes, Inc.	✓	✓	✓	$605,489.00	$247,000.00
K&C Contractors, Inc.	-	-	-	No Bid	
Kevin K Jacobs General Contracting, Inc.	✓	✓	✓	$899,500.00	$249,500.00
L & L Drywall & Construction, Inc.	✓	✓	✓	$715,900.00	$205,000.00
M&E Contracting, Inc.	-	-	-	No Bid	
Marks Construction Company	-	-	-	No Bid	
Navlani Construction	✓	*	✓	$771,073.00	$271,875.00
Shaw Construction Company, Inc.	✓	**	✓	$807,595.80	$233,826.12

I certify that the bids represented herein (with exceptions noted) were properly submitted in accordance with requirements of the General Statutes of North Carolina, G.S. 143-128.

GORDON ELLISON JOHNSON REGISTERED ARCHITECT 6194 7-23-2026 NORTH CAROLINA FAYETTEVILLE, N.C.

GORDON JOHNSON ARCHITECTURE, PLLC REGISTERED ARCHITECTURAL COMPANY 54430 NORTH CAROLINA FAYETTEVILLE, N.C.

*Bidder did not include copy of NC General Contractor License; no subcontractors listed on Attachment "I".

** Bidder did not include copy of NC General Contractor License

GORDON JOHNSON
Architecture

July 24, 2026

Ms. Kimberly Toon
Assistant CFO - Purchasing
City of Fayetteville
433 Hay Street
Fayetteville, North Carolina 28301

Re: Blue Street Office Buildings Renovation, APN 2521

Dear Ms. Toon:

Today I called all three references listed on Cruz Masters, LLC bid document and found all references I could reach by phone spoke very highly of this company. Atlantic Marine listed on their reference sheet stated that Cruz regularly does construction work on military bases for Atlantic where they completed the most recent project ahead of time and within budget in May of this year. Atlantic stated that they would hire Cruz again if the opportunity arose. Fayetteville State University also stated that they would hire Cruz Masters, LLC again if the opportunity arose. I therefore recommend Cruz Masters, LLC be awarded this project.

If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,

Gordon E. Johnson, AIA, LEED AP

Attachment: Cruz Masters, LLC Attachment B: References Form

654 Hay Street ▪ Suite 4 ▪ Fayetteville, NC 28301 ▪ Phone 910.223.2186 ▪ Fax 910.223.2179

ATTACHMENT B: REFERENCES FORM (CONSTRUCTION)

Respondent: Cruz Masters, LLC

Provide at least three (3) references from clients for whom your firm has provided construction services of similar size and scope within the last seven (7) years. At least one reference should be a North Carolina municipality, county, or public agency. References shall not be from the City of Fayetteville.

Organization	Contact	Phone	Email	Project Value
Gideon Contracting	Brian Glover	239-789-6181	BCGlover@gideonusa.com	376,071.00
Atlantic Marine	Sherri Stoddard	757-304-2440	n/a	415,142.53
Fayetteville State University	Joshua Mclain	910-672-1468	jmclain2@uncfsu.edu	

Reference 1 — Nature of Construction Work / Services Provided:

roofing, framing drywall painting ACT

Contract Value: $ 376,071.00 Start Date: 01/22/2024 Completion Date: 12/18/2024

Reference 2 — Nature of Construction Work / Services Provided:

Roofing, painting, ACT

Contract Value: $ 415,142.53 Start Date: 01/04/2020 Completion Date: 07/22/2020

Reference 3 — Nature of Construction Work / Services Provided:

drywall, electrical flooring and painting

Contract Value: $ 502,668.94 Start Date: 05/16/2025 Completion Date: 08/26/2025

CITY COUNCIL SUBMISSION PACKAGE: Blue Street Office Building Renovation

Project: Blue Street Office Buildings Renovation
Project No.: COF1517006
Request: Approval of Contract Award
Recommended Contractor: Cruz Masters, LLC
Recommended Amount: $693,713.00 (includes Add Alternate G1).

Procurement Summary:

The City received competitive bids on July 23, 2026 for the Blue Street Office Buildings Renovation. Seven bids were received from responsive bidders and Cruz Masters, LLC submitted the apparent low bid. The architect recommended award to Cruz Masters, LLC following review of the bid tabulation and qualifications.

Project Summary:

The project includes interior renovation and reroofing of the existing Blue Street Office Building as the base bid together with renovation and reroofing of the adjacent Auxiliary Building as Add Alternate G1 for future City office space.

Evaluation & Basis for Recommendation:

Criteria	Finding	Basis
Lowest Cost	Pass	Lowest responsive bid at $693,713 including Add Alt G1
Responsive	Pass	Required forms, addenda and bid security submitted
Responsible	Pass	Positive reference checks and active NC license
NC Licensing Board for General Contractors	Pass	Current – Active | Unlimited
NC Secretary of State	Pass	Current-Active NC LLC

Recommendation:

Award the construction contract to Cruz Masters, LLC in the amount of $693,713.00, including Add Alternate G1.

Appendices

A - Certified Bid Tabulation - July 23, 2026

B - Architect Recommendation Letter

C - Reference Verification Letter

D - Lowest Responsive Responsible Bidder Flowchart

E - Bid Bond Verification

F - NC Secretary of State Annual Report and Business Registration

G - NC Licensing Board Verification

H – Bid Proposal Package

A

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

Bid Tabulation
July 23, 2026

Blue Street Office Builidngs Renovation
Owner: City of Fayetteville

GORDON JOHNSON
Architecture

General Contractor	Addenda 1	Required Forms	Bid Security	Base Bid	Alt. G-1
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K&C Contractors, Inc.	-	-	-	No Bid	
Kevin K Jacobs General Contracting, Inc.	✓	✓	✓	$899,500.00	$249,500.00
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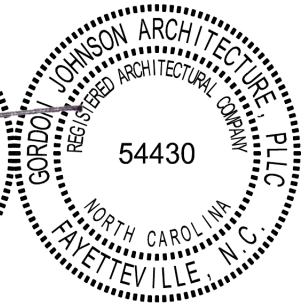
Shaw Construction Company, Inc.	✓	**	✓	$807,595.80	$233,826.12

I certify that the bids represented herein (with exceptions noted) were properly submitted in accordance with requirements of the General Statutes of North Carolina, G.S. 143-128.



*Bidder did not include copy of NC General Contractor License; no subcontractors listed on Attachment "I".

** Bidder did not include copy of NC General Contractor License

B

GORDON JOHNSON
Architecture

July 24, 2026

Ms. Kimberly Toon
Assistant CFO - Purchasing
City of Fayetteville
433 Hay Street
Fayetteville, North Carolina 28301

Re: Blue Street Office Buildings Renovation, APN 2521

Dear Ms. Toon:

Please find attached original copies of all seven bids presented on July 23, 2026 and an original bid tab (sealed) for the project referenced above. As you can see from the chart below Cruz Masters, LLC is the apparent low bidder as a single prime contractor for this project. Pending your final review of bid qualifications, I recommend the following contractors be considered for award of the project in the following order:

Low Bid:	**Cruz Masters, LLC**	@	**$693,713.00**
	Add Alt G1 = $136,967.00 (incl. in above)		
2nd Low Bid:	Hayes, Inc.	@	$852,489.00
	Add Alt G1 = $247,000.00 (incl. in above)		
3rd Low Bid:	LLDC, Inc.	@	$920,900.00
	Add Alt G1 = $205,000.00 (incl. in above)		

The total construction costs shown above includes alternate G1. If alternate G1 is not accepted please subtract that value from the total cost shown. Since Cruz Masters, LLC's bid is the lowest with or without the alternate I recommend Cruz Masters, LLC be awarded this project.

If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,

Gordon E. Johnson, AIA, LEED AP

Attachments: Certified Bid Tabulation
Contractors' bids

C

GORDON JOHNSON
Architecture

July 24, 2026

Ms. Kimberly Toon
Assistant CFO - Purchasing
City of Fayetteville
433 Hay Street
Fayetteville, North Carolina 28301

Re: Blue Street Office Buildings Renovation, APN 2521

Dear Ms. Toon:

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If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,

Gordon E. Johnson, AIA, LEED AP

Attachment: Cruz Masters, LLC Attachment B: References Form

ATTACHMENT B: REFERENCES FORM (CONSTRUCTION)

Respondent: Cruz Masters, LLC

Provide at least three (3) references from clients for whom your firm has provided construction services of similar size and scope within the last seven (7) years. At least one reference should be a North Carolina municipality, county, or public agency. References shall not be from the City of Fayetteville.

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Reference 3 — Nature of Construction Work / Services Provided:

drywall, electrical flooring and painting

Contract Value: $ 502,668.94 Start Date: 05/16/2025 Completion Date: 08/26/2025

UNC SCHOOL OF GOVERNMENT

Awarding Competitively Bid Contracts
Lowest Responsive Responsible Bidder Flowchart

Lowest Cost: Determine which bid has the lowest proposed cost.

↓

Responsive Bid: Is lowest bid responsive?

- ✓ Bid meets applicable **legal requirements**.
- ✓ Bid **conforms "substantially"** to the bid specifications.

Note: If the bid does not conform completely to the specifications, ask if it's fair to the other bidders to waive the defect/irregularity:

- Would waiving the defect/irregularity give the bidder an **advantage** over the other bidders?
- Would other bidders **change their bids** if they could use the same defect/irregularity?

If no unfair competitive advantage, the bid conforms "substantially" to the specifications.

→ If low bid is not responsive, **reject** and evaluate second lowest bid to determine if it is responsive. If second lowest bid is not responsive, **reject** this bid and **repeat** with third lowest bidder, and so on.

↓

Responsible Bidder: Is lowest bidder responsible, considering the **quality**, **performance** and the **time specified** for performance in the bidder's proposal?

- ✓ Bidder has the **skill, judgment**, and **integrity** necessary to faithfully perform the contract.
- ✓ Bidder has sufficient **financial resources** to perform the contract.
- ✓ Bidder has the **ability** to perform the contract.

→ If low bid is responsive but the bidder is not responsible, **reject** and evaluate second lowest bid to determine if it is responsive and the bidder is responsible. If not, **reject** this bid and **repeat** with third lowest bidder, and so on.

↓

If lowest bid is responsive and lowest bidder is responsible, you may **recommend awarding** the contract to this bidder.

Note: If the cost of the bid is in excess of funds available and bidder agrees to negotiate, may negotiate with bidder to bring within budget so long as scope of project is not substantially modified (G.S. 143-129(b)).

References:
G.S. 143-128, 143-129, 143-131; *Professional Food Services Management v. North Carolina Department of Administration,* 109 N.C. App. 265, 426 S.E.2d 447 (1993); *Kinsey Contracting Co. v. City of Fayetteville,* 106 N.C. App. 383, 416 S.E.2d 607, disc. review denied, 332 N.C. 345, 431 S.E.2d 149 (1992). For additional information, see Frayda S. Bluestein, "Understanding the Responsiveness Requirement in Competitive Bidding," Local Government Law Bulletin No. 102 (May 2002), available at http://www.sog.unc.edu/pubs/electronicversions/pdfs/lglb102.pdf.

E - Bid Bond Verification

Outlook

[EXTERNAL]RE: Bid Bond Verification for Cruz Master for the Project Blue Street Office Building.

From Caleb Evans <cevans@iscfay.com>
Date Mon 7/27/2026 4:04 PM
To Tanya L. Hazlett <TanyaHazlett@FayettevilleNC.Gov>
Cc Walter N. Lennon <WalterLennon@FayettevilleNC.Gov>; Kimberly D. Toon <KimberlyToon@FayettevilleNC.gov>; Kymberly Locklear <KymberlyLocklear@FayettevilleNC.gov>; Jessica Hilburn <jhilburn@iscfay.com>; Jimmy Cruz <Jimmy.Cruz@cruzmastersllc.com>

Good Morning,

Yes we provided the bid bond through Penn National Mutual Casualty Insurance Company for Cruz Masters, LLC on the Blue Street Office Building, Fayetteville, NC.

Cruz Masters, LLC is pre-approved up to $2M for bonds with Penn National.

The bid bond provided was 5% of the bid amount.

Thank you and let me know if you need anything further,

CALEB D. EVANS, CBIA
Broker/Agent
Insurance Service Center
p: 910.922.3356 f: 910.323-3796

From: Tanya L. Hazlett <TanyaHazlett@FayettevilleNC.Gov>
Sent: Monday, July 27, 2026 10:52 AM
To: Caleb Evans <cevans@iscfay.com>
Cc: Walter N. Lennon <WalterLennon@FayettevilleNC.Gov>; Kimberly D. Toon <KimberlyToon@FayettevilleNC.gov>; Kymberly Locklear <KymberlyLocklear@FayettevilleNC.gov>; Tanya L. Hazlett <TanyaHazlett@FayettevilleNC.Gov>
Subject: Bid Bond Verification for Cruz Master for the Project Blue Street Office Building.
Importance: High

Mr. Evans,

We kindly request verification of the attached Bid Bond for Cruz Master for the Project Blue Street Office Building.

Amount of Bond: $693,713.00 5%
Bidder: Cruz Masters LLC
Owner: City of Fayetteville
Bid Project: Blue Street Office Building

Please confirm validity at y u ea liest c ve ie ce.

Kind Regards,

Tanya Hazlett
Purchasing Agent, NCCM
Finance Department | Purchasing Division
433 Hay Street I Fayetteville, NC 28301
910.433.1266

** CAUTION: External email. Do not click links or open attachments unless sender is verified. Send all suspicious email as an attachment to ITSecurity@fayettevillenc.gov **

F - NC Secretary of State Annual Report

LIMITED LIABILITY COMPANY ANNUAL REPORT

1/6/2022

NAME OF LIMITED LIABILITY COMPANY: Cruz Masters, LLC

SECRETARY OF STATE ID NUMBER: 1933353 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2026

Filing Office Use Only
E - Filed Annual Report
1933353
CA202604006908
2/9/2026 08:18
☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Jimmy Cruz

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS **& COUNTY**
729 Snowhill Road
Fayetteville, NC 28306 Cumberland County

4. REGISTERED AGENT OFFICE MAILING ADDRESS
729 Snowhill Road
Fayetteville, NC 28306

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: construction

2. PRINCIPAL OFFICE PHONE NUMBER: (910) 425-1084

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS
729 Snowhill Road
Fayetteville, NC 28306

5. PRINCIPAL OFFICE MAILING ADDRESS
729 Snowhill Road
Fayetteville, NC 28306

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME:	NAME:	NAME:
Jimmy Cruz		
TITLE: Managing Member	TITLE:	TITLE:
ADDRESS:	ADDRESS:	ADDRESS:
729 Snowhill Road		
Fayetteville, NC 28306		

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jimmy Cruz
SIGNATURE
Form must be signed by a Company Official listed under Section C of This form.

2/9/2026
DATE

Jimmy Cruz
Print or Type Name of Company Official

Managing Member
Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

Official website of the State of North Carolina Here's how you know

Limited Liability Company

Actions

- File an Annual Report/Amend an Annual Report
- Online Filing
- Order a Document Online
- Add Entity to My Email Notification List
- View Filings
- Print a Pre-Populated Annual Report form
- Print an Amended a Annual Report form

Legal name: Cruz Masters, LLC

Secretary of State Identification Number (SOSID): 1933353

Status: Current-Active

Citizenship: Domestic

Date formed: 1/7/2020

Registered agent: Jimmy Cruz

Mailing address

729 Snowhill Road
Fayetteville, NC 28306

Principal Office address

729 Snowhill Road
Fayetteville, NC 28306

Registered Office address

729 Snowhill Road
Fayetteville, NC 28306

Registered Mailing address

729 Snowhill Road
Fayetteville, NC 28306

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Managing Member**

  Jimmy Cruz

  729 Snowhill Road
  Fayetteville NC 28306

Return to top

Other Agencies

NC Gov

State Board of Elections

North Carolina Birth Certificate Information

North Carolina State Bar

North Carolina Department of Commerce

North Carolina Department of Revenue

All North Carolina Government Organizations

Links of Interest

National Association of Secretaries of State

Intellectual Property

NASAA - North American Securities Administrators Association

North Carolina Consular Corps

Secretary of State Disclaimer & Privacy

Hours of Operation Monday - Friday 8:00 am - 5:00 pm

SOSKB
Secretary of State Knowledge Base

North Carolina Secretary of State's Office

Contact Us

919-814-5400 Support Division Directory

NCLBGC

Verify License/Qualifier Search

Contact

Name

Cruz Masters, LLC

Address

729 Snow Hill Rd.
Fayetteville, NC 28306

Phone

9104251084

License

License #

L.83595

Account Type

License

First Issued Date

06/09/2020

Expiration Date

12/31/2026

Status

Active

License Limitation

Unlimited

© 2026 - ARL Systems, LLC.

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Chavis, Danny	Q.08286	Active
Jimmy Cruz	Q.96664	Active
Gabriel G Cruz	Q.104690	Active

Close Details

© 2026 - ARL Systems, LLC.

SECTION 9: RESPONDENT INFORMATION SHEET

Company / Firm Name	Cruz Masters, LLC
Owner of Company	Jimmy Cruz
Federal Tax ID / EIN	84-4181135
NC Secretary of State Registration No.	1933353
NC General Contractor License No.	83595
NC Contractor License Classification / Limitation	Licensed Building Contractor - Unlimited
Years in Business	18 Years
Number of Full-Time Employees	23
Primary Contact for this Bid	Jimmy Cruz
Contact Title	President
Contact Phone Number	910-425-1084 office 646-879-9549 cell
Contact Email Address	jimmy.cruz@cruzmastersllc.com
Mailing Address	729 Snow Hill Rd Fayettesville, NC 28306
Is firm NC-certified HUB / SDBE?	☑ Yes ☐ No
Will subcontractors be used?	☑ Yes ☐ No
E-Verify Employer Identification No.	1419446

SECTION 10: BID RESPONSE FORM

The undersigned proposes and agrees that, if this bid is accepted, to enter into a contract with the City of Fayetteville, North Carolina for the furnishing of all construction work necessary to fulfill the Scope of Work in full accordance with all specifications and contract documents, to the entire satisfaction of the City, at the prices stated below. Pursuant to N.C.G.S. 143-54, under penalty of perjury, the signer certifies this bid has not been arrived at collusively or in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged:

Addendum No. 1 dated 07/16/2026

Addendum No. _____ dated _____

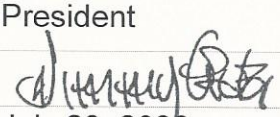
Addendum No. _____ dated _____

BASE BID TOTAL: $ 556,746.00 (five hundred fifty six thousand seven hundred forty six dollars)

BID ALTERNATE #G1 (Add): $ 136,967.00 (one hundred thirty six thousand nine hundred sixty seven dollars)

Certification:

I certify that the information provided is accurate and that the company agrees to all terms and conditions of the ITB and Scope of Work.

Authorized Representative Name	Jimmy Cruz
Title	President
Signature	
Date	July 23, 2026
Company Name	Cruz Masters, LLC
NC General Contractor License No.	83595
Federal Tax ID	84-4181135

**Sum quoted includes all applicable taxes, bonds (bid, performance, and payment), permits, licenses, insurance costs, and all other costs incidental to the resulting contract. Bid prices shall EXCLUDE NC sales tax on permanent construction materials per G.S. 105-164.14(b).*

Expiration Date

2026

License No.

83595

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Cruz Masters, LLC

Fayetteville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS
MAY 20. 1775
NORTH CAROLINA

Chairman

Secretary-Treasurer

ATTACHMENT A: BID SCHEDULE / FINANCIAL PROPOSAL

Respondent: Cruz Masters, LLC

ITB No.: COF1517006 **Date:** July 23, 2026

Complete and return this bid schedule. All costs must be itemized. Prices include all labor, materials, equipment, overhead, bonds, permits, and other costs. Bid prices shall EXCLUDE NC sales tax on permanent construction materials per G.S. 105-164.14(b).

#	Description of Work / CSI Division	Unit	Qty	Unit Price ($)	Total ($)
	01-50-00/22-00-00/ 26-00-00 mobilization, electrical and plumbing	E	1	103,033.00	103,033.00
	02-41-00 selective demo	E	1	40,740	40,740
	03-00-00 concrete	E	1	1,200	1,200
	05-50-00 metals blocking and support	E	1	18,673.00	18,673.00
	07-54-00 TPO, insulation,skylight, curb	E	1	108,850.00	108,850.00
	08-11-00 - hollow metal doors	E	1	83,450.00	83,450.00
	09-21-16 Gypsum bulkheads patching	E	1	55,800	55,800
	09 floorings Ceramic rubber base, lvt ACT	E	1	145,000.00	145,000.00
BASE BID TOTAL NOT-TO-EXCEED AMOUNT					**$** 556,746.00

Optional: Attach a complete itemized Cost Breakdown and/or Unit Price Schedule as a supplement.

ATTACHMENT B: REFERENCES FORM (CONSTRUCTION)

Respondent: Cruz Masters, LLC

Provide at least three (3) references from clients for whom your firm has provided construction services of similar size and scope within the last seven (7) years. At least one reference should be a North Carolina municipality, county, or public agency. References shall not be from the City of Fayetteville.

Organization	Contact	Phone	Email	Project Value
Gideon Contracting	Brian Glover	239-789-6181	BCGlover@gideonusa.com	376,071.00
Atlantic Marine	Sherri Stoddard	757-304-2440	n/a	415,142.53
Fayetteville State University	Joshua Mclain	910-672-1468	jmclain2@uncfsu.edu	

Reference 1 — Nature of Construction Work / Services Provided:

roofing, framing drywall painting ACT

Contract Value: $ 376,071.00 Start Date: 01/22/2024 Completion Date: 12/18/2024

Reference 2 — Nature of Construction Work / Services Provided:

Roofing, painting, ACT

Contract Value: $ 415,142.53 Start Date: 01/04/2020 Completion Date: 07/22/2020

Reference 3 — Nature of Construction Work / Services Provided:

drywall, electrical flooring and painting

Contract Value: $ 502,668.94 Start Date: 05/16/2025 Completion Date: 08/26/2025

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: COF1517006 **Vendor Name:** Cruz Masters, LLC

The undersigned hereby certifies that: [Check all applicable boxes]

☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 12/31/2025 (If no audit within the past 18 months, explain below.)

☒ The Vendor has no outstanding liabilities, including tax and judgment liens, to the IRS or any other government entity.

☒ The Vendor is current in all amounts due for federal and state taxes and required employment-related contributions and withholdings.

☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☒ The Vendor has not been the subject of any past or current litigation or noncompliance findings that may impact its ability to fulfill this contract.

☒ The undersigned is authorized to make the foregoing statements on behalf of the Vendor.

If any box is NOT checked, Vendor must explain below. Failure to provide an explanation may result in a non-responsive determination.

Explanation:

Signature: Jimmy Cruz Date: July 23, 2026

Printed Name: Jimmy Cruz Title: President

This certification is a continuing obligation. Notify the City within 30 days of any material change.

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: COF1517006 **Vendor Name:** Cruz Masters, LLC

In accordance with N.C.G.S. 143-59.4, the Vendor shall detail where performance will occur and how it intends to utilize workers outside the United States.

1. Will any work under this contract be performed outside the United States? ☐ **Yes** ☑ **No**

If YES:

a) List locations outside the U.S.: _____

b) Describe how those workers/resources will be utilized: _____

2. Where within the United States will work be performed?

Fayetteville, North Carolina

Note: The City will evaluate risks associated with offshore performance. Vendors must notify the City in writing of any relocation of workers outside the U.S. during the contract term.

ATTACHMENT F: NON-COLLUSION CERTIFICATION

Solicitation #: COF1517006 **Vendor Name:** Cruz Masters, LLC

The undersigned certifies, pursuant to N.C.G.S. 143-54 and under penalty of perjury, that this bid has been submitted competitively and without collusion with any other Bidder; that none of its officers, directors, or owners has been convicted of violations of Chapter 78A of the NC General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934; and that it is not an ineligible Vendor as defined in G.S. 143-59.1. Furthermore, the undersigned certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned certifies that it and all subcontractors comply with Article 2 of Chapter 64 of the NC General Statutes (E-Verify).

Signature: _____ Date: July 23, 2026

Printed Name: Jimmy Cruz Title: President

Company Name: Cruz Masters, LLC

ATTACHMENT G: DEBARMENT, SUSPENSION & RESPONSIBILITY CERTIFICATION

Solicitation #: COF1517006 **Vendor Name:** Cruz Masters, LLC

The Primary Participant certifies, to the best of its knowledge and belief, that it and its principals:

- Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- Have NOT within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract;
- Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; and
- Have NOT within a three-year period preceding this proposal had one or more public transactions terminated for cause or default.

(If the Primary Participant cannot certify to any statement above, attach a written explanation.)

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. §§3801 ET SEQ. ARE APPLICABLE THERETO.

Signature: _____ Title: President

Printed Name: Jimmy Cruz Date: July 23, 2026

ATTACHMENT H: PENDING LITIGATION & LEGAL PROCEEDINGS DISCLOSURE

Solicitation #: COF1517006 **Vendor Name:** Cruz Masters, LLC

The City of Fayetteville requires Respondents to disclose any pending or recent legal proceedings that may affect their ability to perform under this contract. Failure to disclose required information may result in a determination of non-responsibility and rejection of the bid.

Instructions: Answer each question. If YES, provide full details on a separate sheet and attach to this form.

1. Pending Lawsuits or Legal Claims

Is your firm currently a party to any lawsuit, arbitration, or other legal claim relating to contract performance, fraud, misrepresentation, breach of contract, or regulatory compliance?

☐ Yes ☒ No If YES, describe:

---

2. Judgments or Settlements Within the Past Five (5) Years

Has your firm had any civil judgment entered against it, or entered into any settlement agreement, in connection with a construction contract?

☐ Yes ☒ No If YES, describe:

---

3. Regulatory Actions or Government Investigations

Is your firm currently under investigation by any federal, state, or local regulatory agency or licensing authority (including the NC Licensing Board for General Contractors)?

☐ Yes ☒ No If YES, describe:

---

4. Contract Terminations for Default or Cause

Has any government agency or private party terminated a construction contract with your firm for default or cause within the past five (5) years?

☐ Yes ☒ No If YES, describe:

---

5. Bankruptcy or Insolvency Proceedings

Has your firm filed for bankruptcy or been declared insolvent within the past seven (7) years?

☐ Yes ☒ No If YES, describe:

---

6. Debarment or Suspension

Is your firm, or any principal, officer, or director of your firm, currently debarred, suspended, or otherwise excluded from any government procurement program?

☐ Yes ☒ No If YES, describe:

Continuing Obligation: The disclosures made on this form are continuing representations. If any matter arises or materially changes after submission and prior to contract expiration, the Vendor must notify the City's Purchasing Manager in writing within **ten (10) business days** of the change.

Signature: _____ Date: July 23, 2026

Printed Name: Jimmy Cruz Title: President

Company Name:
Cruz Masters, LLC

ATTACHMENT I: SUBCONTRACTOR LIST AND CHANGE NOTIFICATION FORM

Respondent: Cruz Masters, LLC

ITB No.: COF1517006 **Date:** July 23, 2026

IMPORTANT: All changes to the approved Subcontractor List MUST be immediately reported in writing to Kim Toon, Purchasing Manager, at Kimberlytoon@fayettevillenc.gov PRIOR to the substitute or new subcontractor beginning any work. Unauthorized substitutions may result in non-payment and/or contract termination. Use the Subcontractor Change Notification Form below.

Subcontractor / Supplier Name	Scope of Work	License No.	NAICS Code	SDBE?	HUB?	Est. $ Amount
Baxter Electric	lighting, demo, rough in data support	11284		no	no	$65,000.00
Cruz Plumbing	demo, water waste tie ins	17505		no	no	$31,700.00
Performance Heating & Air	demo, dct grills balance	29759		no	no	$31,500.00

Total Base Bid: $556,746.00 Total Subcontracted: $128,200.00

Self-Performed %: 77 %

By signing below, the Bidder certifies that the above is a complete and accurate list of all intended first-tier subcontractors and that any changes will be immediately reported to the City Purchasing Manager before work with a new or substitute subcontractor begins.

Authorized Signature: _____

Date: July 23, 2026

Printed Name: _____

Title: President

Company Name:

Cruz Masters, LLC

ATTACHMENT J: BID BOND / PERFORMANCE BOND / PAYMENT BOND

BID BOND

A Bid Bond in the amount of 5% of the total bid amount must be submitted with the bid. The Bid Bond shall be executed by a surety company licensed in NC with an A.M. Best rating of A-VII or better.

Principal (Contractor):	Cruz Masters, LLC
Surety Company:	Pennsylvania National Mutual Casualty Insurance Co.
Owner:	City of Fayetteville, North Carolina
Project Title:	Blue Street Office Building Renovation
Bid Amount:	$ 693,713.00 (six hundred ninety three thousand seven hundred thirteen dollars)
Bond Amount (5% of Bid):	$ 34,685.65
Principal Signature:	
Surety Signature (Attorney-in-Fact):	
NC Surety Agent License No.:	17072650

PERFORMANCE BOND — G.S. 44A-26

To be submitted within 10 days of award. Bond amount = 100% of contract price.

Principal (Contractor):	
Surety Company:	
Owner:	City of Fayetteville, North Carolina
Project Title:	
Contract Price:	$
Bond Amount (100%):	$

CONDITION: If the Principal shall faithfully perform the Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect pursuant to N.C.G.S. 44A-26.

Principal Signature: _____ Date: _____

Surety Signature (Attorney-in-Fact): _____ Date: _____

NC Surety Agent License No.: _____ Power of Attorney Attached: ☐ Yes

PAYMENT BOND — G.S. 44A-27

To be submitted within 10 days of award. Bond amount = 100% of contract price.

Principal (Contractor):	
Surety Company:	
Owner:	City of Fayetteville, North Carolina
Project Title:	
Contract Price:	$
Bond Amount (100%):	$

CONDITION: This bond is conditioned upon the prompt payment for all labor, materials, and equipment for protection of persons furnishing materials or performing labor per N.C.G.S. 44A-27.

Principal Signature: _____ Date: _____

Surety Signature (Attorney-in-Fact): _____ Date: _____

NC Surety Agent License No.: _____ Power of Attorney Attached: ☐ Yes

PENNSYLVANIA NATIONAL

MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PA

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That **CRUZ MASTERS LLC**
729 SNOWHILL RD
FAYETTEVILLE, NC 28306, Principal,
and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and firmly bound unto **CITY OF FAYETTEVILLE, NORTH CAROLINA**
433 HAY STREET, FAYETTEVILLE, NC 28301, Obligee,
in the sum of **THIRTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS AND SIXTY FIVE CENTS (5% OF TOTAL BID)**
Dollars (**$34,685.65**)
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
BLUE STREET OFFICE BUILDING RENOVATION
FAYETTEVILLE, NC

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 07/23/2026.

CRUZ MASTERS LLC

By: _____ (Seal)
JIMMY CRUZ , Principal

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY

By: _____
CALEB EVANS , Attorney-In-Fact

Form 78-0250 rev 12/2013

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6174

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint DAVID CANADY, JOHN L. CANADY, J. MILANI RICHARDS, SARA GIBSON, TYRUS ROSS, AND CALEB EVANS, ALL OF FAYETTEVILLE, NORTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWO MILLION DOLLARS - - - - - - - - - - - - - - ($2,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2033, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 15, 2023.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 15, 2023, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2024
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on_____.

Vice President - Surety

ATTACHMENT L: HUB / SDBE AFFIDAVITS (BIDDER MUST COMPLETE AND RETURN)

ALL THREE AFFIDAVITS MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID SUBMISSION.

HUB Affidavit A and HUB Affidavit C are required from ALL bidders. HUB Affidavit B is required ONLY if the SDBE/HUB participation goal cannot be met and you are documenting good faith efforts.

HUB AFFIDAVIT A — LISTING OF PROPOSED SDBE/HUB SUBCONTRACTORS AND SUPPLIERS

REQUIRED FROM ALL BIDDERS. List all SDBE/HUB certified subcontractors and suppliers you propose to use on this project.

ITB No.: COF1517006 **Project Title:** Blue Street Office Building Renovation

Prime Contractor Name: Cruz Masters, LLC **Date:** July 23, 2026

SDBE/HUB Firm Name	Scope of Work	Cert. No.	NAICS Code	SDBE?	HUB?	$ Amount / %
Cruz Masters LLC	Scope less, plumbing electircal & HVAC				yes	
TOTAL SDBE/HUB PARTICIPATION					**$**	77 **%**

Total Base Bid Amount: $ 556,746.00

Total SDBE/HUB Participation Amount: $ 428,546.00

SDBE/HUB Participation as % of Total Bid: 77 %

SDBE/HUB Participation Goal for this Project: [XX]%

I certify that the above information is accurate and that each firm listed holds a current SDBE certification from the City of Fayetteville and/or a current HUB certification from the NC Office of Historically Underutilized Businesses.

Authorized Signature: _____

Date: July 23, 2026

Printed Name
Title: President

Company Name:
Cruz Masters, LLC

HUB AFFIDAVIT B — GOOD FAITH EFFORTS DOCUMENTATION

REQUIRED ONLY IF SDBE/HUB PARTICIPATION GOAL CANNOT BE MET. Complete and attach if your firm's SDBE/HUB participation is below the stated goal. Document all good faith efforts to identify and engage SDBE/HUB firms.

ITB No.: COF1517006 **Prime Contractor:** Cruz Masters, LLC

Actual SDBE/HUB Participation Achieved: $ 428,546.00 (77 % of total bid) **SDBE/HUB Participation Goal: [XX]%** — Dollar Shortfall: $ 0

1. SDBE/HUB Firms Solicited

List each SDBE/HUB firm solicited, the date and method of contact, and the response received:

SDBE/HUB Firm Name	Date Contacted	Method	Response / Reason Not Used
N /A			

2. Work Packages Made Available to SDBE/HUB Firms

Describe work packages that were broken out or made available to encourage SDBE/HUB participation:

N/A

3. Technical Assistance Offered

Describe any technical assistance or information provided to interested SDBE/HUB firms:

N/A

4. Other Good Faith Efforts

Describe any other steps taken to meet the participation goal:

N/A

I certify under penalty of perjury that the foregoing information is true and complete and that the described good faith efforts were actually undertaken.

Authorized Signature: _____

Date: July 23, 2026

Printed Name: Jimmy Cruz

Title: President

Company Name: Cruz Masters, LLC

HUB AFFIDAVIT C — SDBE/HUB CERTIFICATION AND UTILIZATION COMMITMENT

REQUIRED FROM ALL BIDDERS. The prime contractor certifies its own SDBE/HUB status and commits to honoring the participation levels stated in Affidavit A throughout contract performance.

ITB No.: COF151706 **Project Title:** Blue Street Office Renovation

Prime Contractor Name: Cruz Masters, LLC

PART I — Prime Contractor SDBE/HUB Status

Is the Prime Contractor a City of Fayetteville certified SDBE? ☐ Yes ☒ No

If YES, SDBE Certificate No.: _____ Expiration Date: _____

Is the Prime Contractor a NC-certified HUB entity? ☒ Yes ☐ No

If YES, HUB Vendor No.: 4003352 Expiration Date: 10/09/2027

PART II — Utilization Commitment

The undersigned Prime Contractor hereby commits to the SDBE/HUB participation levels listed in HUB Affidavit A and agrees to the following:

- All SDBE/HUB firms listed in Affidavit A shall be used on this project as described, and shall not be substituted or removed without prior written approval from the City Purchasing Manager.
- Monthly SDBE/HUB utilization reports will be submitted with each pay application showing actual payments made to each SDBE/HUB firm.
- Any proposed change to SDBE/HUB participation will be immediately reported to Kim Toon, Purchasing Manager, at Kimberlytoon@fayettevillenc.gov, accompanied by a plan to maintain or replace the participation level.
- The Prime Contractor will ensure prompt payment to SDBE/HUB subcontractors within seven (7) days of receipt of payment from the City, per G.S. 22C-3.
- Retainage withheld from SDBE/HUB subcontractors shall not exceed the retainage percentage withheld from the Prime Contractor by the City.

PART III — Certification

I certify under penalty of perjury that the information provided in this Affidavit and in HUB Affidavit A is true, complete, and accurate; that I am authorized to make these commitments on behalf of the firm; and that the SDBE/HUB firms listed hold current valid certifications as described.

Authorized Signature: _____

Date: July 23, 2026

Printed Name: Jimmy Cruz

Title: President

Company Name: Cruz Masters, LLC

NC General Contractor License No.: 83595

ANITA K SIMMONS NOTARY PUBLIC CUMBERLAND COUNTY, NC

Notarized:

State of North Carolina County of Cumberland

Subscribed and sworn before me this 23rd day of July, 2026.

Notary Public: Anita K. Simmons My Commission Expires: April 1 2028

Printed Name
Title: President

Company Name:
Cruz Masters, LLC

HUB AFFIDAVIT B — GOOD FAITH EFFORTS DOCUMENTATION

REQUIRED ONLY IF SDBE/HUB PARTICIPATION GOAL CANNOT BE MET. Complete and attach if your firm's SDBE/HUB participation is below the stated goal. Document all good faith efforts to identify and engage SDBE/HUB firms.

ITB No.: COF1517006 **Prime Contractor:** Cruz Masters, LLC

Actual SDBE/HUB Participation Achieved: $ 428,546.00 (77 % of total bid) **SDBE/HUB Participation Goal: [XX]**% — Dollar Shortfall: $ 0

1. SDBE/HUB Firms Solicited

List each SDBE/HUB firm solicited, the date and method of contact, and the response received:

SDBE/HUB Firm Name	Date Contacted	Method	Response / Reason Not Used
N /A			

2. Work Packages Made Available to SDBE/HUB Firms

Describe work packages that were broken out or made available to encourage SDBE/HUB participation:

N/A

3. Technical Assistance Offered

Describe any technical assistance or information provided to interested SDBE/HUB firms:

N/A

4. Other Good Faith Efforts

Describe any other steps taken to meet the participation goal:

N/A

I certify under penalty of perjury that the foregoing information is true and complete and that the described good faith efforts were actually undertaken.

Authorized Signature: _____

Date: July 23, 2026

Printed Name: Jimmy Cruz

Title: President

Company Name: Cruz Masters, LLC

HUB AFFIDAVIT C — SDBE/HUB CERTIFICATION AND UTILIZATION COMMITMENT

REQUIRED FROM ALL BIDDERS. The prime contractor certifies its own SDBE/HUB status and commits to honoring the participation levels stated in Affidavit A throughout contract performance.

ITB No.: COF151706 **Project Title:** Blue Street Office Renovation

Prime Contractor Name: Cruz Masters, LLC

PART I — Prime Contractor SDBE/HUB Status

Is the Prime Contractor a City of Fayetteville certified SDBE? ☐ Yes ☒ No

If YES, SDBE Certificate No.: _____ Expiration Date: _____

Is the Prime Contractor a NC-certified HUB entity? ☒ Yes ☐ No

If YES, HUB Vendor No.: 4003352 Expiration Date: 10/09/2027

PART II — Utilization Commitment

The undersigned Prime Contractor hereby commits to the SDBE/HUB participation levels listed in HUB Affidavit A and agrees to the following:

- All SDBE/HUB firms listed in Affidavit A shall be used on this project as described, and shall not be substituted or removed without prior written approval from the City Purchasing Manager.
- Monthly SDBE/HUB utilization reports will be submitted with each pay application showing actual payments made to each SDBE/HUB firm.
- Any proposed change to SDBE/HUB participation will be immediately reported to Kim Toon, Purchasing Manager, at Kimberlytoon@fayettevillenc.gov, accompanied by a plan to maintain or replace the participation level.
- The Prime Contractor will ensure prompt payment to SDBE/HUB subcontractors within seven (7) days of receipt of payment from the City, per G.S. 22C-3.
- Retainage withheld from SDBE/HUB subcontractors shall not exceed the retainage percentage withheld from the Prime Contractor by the City.

PART III — Certification

I certify under penalty of perjury that the information provided in this Affidavit and in HUB Affidavit A is true, complete, and accurate; that I am authorized to make these commitments on behalf of the firm; and that the SDBE/HUB firms listed hold current valid certifications as described.

Authorized Signature: _____

Date: July 23, 2026

Printed Name: Jimmy Cruz

Title: President

Company Name: Cruz Masters, LLC

NC General Contractor License No.: 83595

ANITA K SIMMONS NOTARY PUBLIC CUMBERLAND COUNTY, NC

Notarized:

State of North Carolina County of Cumberland

Subscribed and sworn before me this 23rd day of July, 2026.

Notary Public: Anita K Simmons My Commission Expires: April 1 2028

City of Fayetteville

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

City Council Action Memo

File Number: 26-0508

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A20

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 10, 2026**

RE:
PWC - Approve Recommendation to Reject All Bids for - Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for purchase award for Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way. All bids were non-conforming to PWC's bid submittal requirement and were rejected.

Background:
The Fayetteville Public Works Commission, during the meeting on June 24, 2026, approved recommendation to reject non-conforming bids for Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way and forward to City Council for approval.

Bid Date: May 14, 2026

NON-CONFORMING BIDDERS
National Transformer Sales, Hampton, GA
WESCO Distribution, Mocksville, NC

Basis of Rejection: Non-conforming bids

Issues/Analysis:
The bid notice was advertised through our usual channels on April 15, 2026, with a bid opening date of May 14, 2026. Bids were solicited from four (4) vendors, and two (2) bids were received. The Electrical Engineering and Warehouse Department requests the rejection of bids that are non-conforming to specified bid requirements and material specifications. SDBE / SLS Participation N/A

Budget Impact:

Warehouse Inventory

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the recommendation to reject all bids for Inventory - Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way.

Attachments:
Recommendation - Reject All Bids - Inventory - Switch, 69KV 1200A

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 4, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for Inventory – Switch, 69 KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way (PWC2526049 Second Rebid)

BID/PROJECT NAME: Inventory - Switch, 69 KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way

BID DATE: May 14, 2026 **DEPARTMENT:** Electrical Engineering

BUDGET INFORMATION: Warehouse Inventory

NON-CONFORMING BIDDERS

National Transformer Sales, Hampton, GA
WESCO Distribution, Mocksville, NC

BASIS OF REJECTION: Non-conforming Bids

COMMENTS: The bid notice was advertised through our usual channels on April 15, 2026, with a bid opening date of May 14, 2026. Bids were solicited from four (4) vendors, and two (2) bids were received.

The Electrical Engineering and Warehouse Department requests the rejection of bids that are non-conforming to specified bid requirements and material specifications.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
SWITCH, 69 KV 1200A, UNITIZED GOAB, SIDE BREAK HORIZONTAL, 3-WAY
BID DATE: May 14, 2026

Advertisement

1. PWC Website 04/15/2026 through 05/14/2026

List of Prospective Bidders Notified of Bid

1. Technology International, Inc., Lake Mary, FL
2. Border States, Greenville, SC
3. WESCO Distribution, Mocksville, NC
4. National Transformer Sales, Hampton, GA

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

Media
Fayetteville Observer
WIDU, AM1600

IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

SDBE / SLS Participation

N/A

City of Fayetteville

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

City Council Action Memo

File Number: 26-0509

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A21

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 10, 2026**

RE:
PWC - Approve Recommendation to Reject All Bids for - Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for purchase award for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C. All bids rejected due to change in technical specification requirements.

Background:
The Fayetteville Public Works Commission, during the meeting on June 24, 2026, approved recommendation to reject all bids for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C and forward to City Council for approval.

Bid Date: April 16, 2026

CONFORMING BIDDERS
Delta Star, Lynchburg, VA
Virginia Transformer, Roanoke, VA
Pennsylvania Transformer Technology, Cannonsburg, PA

Basis of Rejection: Change in technical specification requirements

Issues/Analysis:
The bid notice was advertised through our usual channels on March 4, 2026, with a bid opening date of April 16, 2026. Bids were solicited from nine (9) vendors, and three (3) bids were received. The technical specification requirements are no longer aligned with the solicitation as issued. Rejection of all bids received under the March 2026 solicitation is requested. SDBE / SLS Participation N/A

Budget Impact:

103.0000.0802.0000-00.353000.CPR1000434

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends that City Council approve the recommendation to reject all bids for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C.

Attachments:

Recommendation - Reject All Bids - Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 8, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the recommendation to reject all bids for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C (PWC2526026 Rebid)

BID/PROJECT NAME: Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C

BID DATE: April 16, 2026 **DEPARTMENT:** Electrical Support Systems

BUDGET INFORMATION: 103.0000.0802.0000-00.353000.CPR1000434

CONFORMING BIDDERS
Delta Star, Lynchburg, VA
Virginia Transformer, Roanoke, VA
Pennsylvania Transformer Technology, Cannonsburg, PA

BASIS OF REJECTION: Change in technical specification requirements

COMMENTS: The bid notice was advertised through our usual channels on March 4, 2026, with a bid opening date of April 16, 2026. Bids were solicited from nine (9) vendors, and three (3) bids were received.

The technical specification requirements are no longer aligned with the solicitation as issued. Rejection of all bids received under the March 2026 solicitation is requested.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
TWO 230/66KV
AUTOTRANSFORMER
134.4/179.2/224 MVA AT 65C
BID DATE: April 16, 2026

Advertisement

1.	PWC Website	03/04/2026 through 04/16/2026
2.	Addendum No. 1	03/17/2026

List of Prospective Bidders Notified of Bid

1. National Transformer Sales (Siemens Energy), Cary, NC
2. Power Tech (Hitachi ABB), Raliegh, NC
3. Ensales LLC (Mitsubishi Electric), Warrendale, PA
4. Jake Rudisill Associates (HICO America), Pittsburg, VA
5. Lekson and Associates (WEG Electric Corporation), St. Louis, MO
6. W.R. Daniel (SPX Waukesha Transformer Solutions, Inc.), Chapin, SC
7. Chapman Company (Delta Star), Lynchburg, VA
8. Atlantic Power Sales (Hyundai Transformers), Mt. Holly, NC
9. Utility Power Partners, LLC (Pennsylvania Transformer), Canonsburg, PA

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

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

SDBE / SLS Participation

N/A

City of Fayetteville

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

City Council Action Memo

File Number: 26-0522

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A22

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 10, 2026**

RE:
PWC - Approve Sole Source Request - Specific Water Meters, Chambers and ERTs

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Sole source request to purchase specific water meters, chambers and ERTs manufactured by Sensus USA, Inc. from Ferguson Waterworks in the amount of $243,455.94.

Background:
The Fayetteville Public Works Commission, during the meeting on July 22, 2026, approved the sole source request to purchase specific water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL IOUSG CUSTSER, 8 FLG OMNI T2 METER, M520M-FI-TC-X-E-MI IP PIT WID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks in the amount of $243,455.94, and forward to City Council for approval.

PWC's Utility Field Services Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6).

Sensus has provided documentation establishing that Ferguson Waterworks is the sole Authorized Distributor of Sensus products in North Carolina.

Issues/Analysis:
N/A

Budget Impact:
Warehouse Inventory

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the sole source request to purchase specific water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL IOUSG CUSTSER, 8 FLG OMNI T2 METER, M520M-FI-TC-X-E-MI IP PIT WID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks in the amount of $243,455.94 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Sole Source Recommendation - Specific Water Meters, Chambers and ERTs

FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE REQUEST

TO: Timothy L. Bryant, CEO/General Manager DATE: June 30, 2026
CC: Carolyn Justice-Hinson, Chief Customer Officer CJH
FROM: Corey Brown, Meter Services Manager SB

PWC's Utility Field Services Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6). Such an exception is only available in this instance if the Commission approves the purchase.

The request is specifically to authorize a one-time purchase of various water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL 10USG CUSTSER, 8 FLG OMNI T2 METER, M520M-F1-TC-X-E-MI 1P PIT W-ID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks. A quote from Ferguson dated June 29, 2026 (Quote No. B835844) in the amount of $243,455.94 is attached. This request is based on the overriding consideration of standardization and compatibility with existing PWC metering infrastructure and systems.

PWC previously conducted a competitive bid process for the 2013 Connect Project (PWC1718064), which resulted in the selection and deployment of Sensus meters for water and electric metering applications. Since that time, Sensus meters and ERTs have been fully integrated into PWC's operations and infrastructure. PWC also maintains an Advanced Metering Infrastructure (AMI) Agreement with Sensus USA Inc., which supports system integration, communication, and ongoing metering operations. Although alternative manufacturers exist, none can be integrated into PWC's existing Sensus AMI system without (i) loss of required system interoperability, (ii) material modification of network and data infrastructure, and (iii) substantial duplication of cost and operational disruption. The Sensus platform operates as a proprietary, fully integrated system across approximately 191,000 deployed Sensus meters, and introduction of non-Sensus components would create unacceptable risks to system reliability, data integrity, and service continuity.

It is in PWC's best interest to continue standardizing metering equipment for the following reasons:

- **Water Meter Integration**: All approximately 105,000 PWC water meters currently deployed in the field utilize Sensus FlexNet technology, supporting compatibility across metering platforms and data systems.

- **Compatibility with Existing Infrastructure**: Sensus meters are fully integrated with PWC's metering infrastructure, communication systems, and data management platforms.

- **Operational Efficiency**: Maintaining a single manufacturer standard reduces staff learning curves, improves installation consistency, and enhances field efficiency.

- **Inventory Optimization**: Standardization reduces the need to stock multiple meter types and replacement parts, minimizing warehouse complexity and carrying costs.

- **Lifecycle and Maintenance Consistency**: Uniform equipment supports streamlined maintenance practices, consistent repair processes, and improved long-term asset management.

- **System Integration and Contract Alignment:** Continued use of Sensus meters ensures alignment with existing AMI infrastructure and contractual agreements, avoiding integration risks and additional system costs.

Approval of this sole source request will allow PWC to procure the required water meters from Ferguson, the authorized distributor for Sensus water products, to maintain adequate inventory levels and support ongoing installations and replacements without disruption.

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1689
1044 TAYLOR'S CREEK DRIVE
GREENVILLE, NC 27834-1044

Phone: 252-321-1132
Fax: 252-321-1945

Deliver To: KENNY HORNE
From: Bryan Jones
bryan.jones2@ferguson.com
Comments:

13:54:49 JUN 29 2026

FERGUSON ENTERPRISES LLC #1856
Price Quotation
Phone: 252-321-1132
Fax: 252-321-1945

Bid No: B835844
Bid Date: 06/29/26
Quoted By: BJ

Cust Phone: 910-223-4156
Terms: NET 10TH PROX

Customer: PUBLIC WORKS COMMISSION
955 OLD WILIMINGTON ROAD
METERS
FAYETTEVILLE, NC 28301

Ship To: PUBLIC WORKS COMMISSION
955 OLD WILIMINGTON ROAD
METERS
FAYETTEVILLE, NC 28301

Cust PO#:

Job Name: STOCK 2026 QUOTE

Item	Description	Quantity	Net Price	UM	Total
SP-IX2S1GD3XXXXXXC	5/8 X 3/4 IPERL + 10 USG TRPL CUSTO	384	149.590	EA	57442.56
SP-T6X1XX2GXB1ZXSC	6" OMNI T2 MTR 20TRPL 10USG CUSTSER	2	4940.380	EA	9880.76
SP-SOMNI218	8 FLG OMNI T2 METER	1	9581.870	EA	9581.87
S5396353752201MI	M520M-F1-TC-X-E-MI 1P PIT W-ID/LD	397	146.500	EA	58160.50
S5396115239001	ADPTR TRPL 520-520C BLK	195	0.930	EA	181.35
SP-R1X9XX2GXB1ZXSC	1-1/2 R2 CHMBR CUST 20' TRPL PWC	109	557.460	EA	60763.14
SP-R2X9XX2GXB1ZXSC	2" R2 CHMBR 20' TRPL CUST PWC	22	601.010	EA	13222.22
SP-T3X9XX2GXB1ZXSC	3" T2 OMNI CHMBR 20' TRPL CUST PWC	2	990.614	EA	1981.23
SP-T4X9XX2GXB1ZXSC	4" T2 OMNI CHMBR 20" TRPL CUST PWC	6	1010.455	EA	6062.73
SP-T6X9XX2GXB1ZXSC	6" OMNI T2 CHMBR 20" TRPL CUST PWC	1	1876.519	EA	1876.52
SP-T8X9XX2GXB1ZSC	8" T2 OMNI CHMBR 20" TRPL CUST PWC	3	2792.011	EA	8376.03

Net Total:	$227528.91
Tax:	$15927.03
Freight:	$0.00
Total:	$243455.94

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2719&on=102729

March 23, 2026

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Ferguson Enterprises as the sole Authorized Distributor of Sensus products for the state of North Carolina. Fayetteville PWC cannot purchase Sensus products from any other Sensus distributor partner other than Ferguson. Contractually, no other Sensus distributor partner is allowed to sell products outside of their territory. Ferguson is the sole reseller for Sensus products in North Carolina. Please contact Ferguson Enterprises for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist
Sensus, Xylem Brand

Trena Simmons
639 Davis Drive
Morrisville, NC 27560 USA
T: 919.538.2098
trena.simmons@xylem.com
sensus.com

City of Fayetteville

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

City Council Action Memo

File Number: 26-0511

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A23

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Construction Award for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for construction award recommendation for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility to T. A. Loving Company, Goldsboro, NC the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,991,500.00.

Background:
The Fayetteville Public Works Commission, during the meeting on June 24, 2026, approved the construction award recommendation for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility to T. A. Loving Company, Goldsboro, NC the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,991,500.00, and forward to City Council for approval.

Bid Date: April 14, 2026

Conforming Bidder	Total Price
T. A. Loving Company, Goldsboro, NC	$1,991,500.00
State Utility Contractor, Inc., Monroe, NC	$2,057,000.00

Issues/Analysis:
The bid notice was advertised through our usual channels on February 27, 2026, with a bid opening date of April 14, 2026. Bids were solicited from three (3) vendors, and two (2) were received. SDBE / SLS Participation - T.A. Loving Company, Goldsboro, NC, is not a small local or SDBE business. T.A. Loving Company anticipates $68,900.00 in certified SDBE spend.

Budget Impact:
The Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility is budgeted in account string 217.0000.0435. 2608496-06.800050..CPR1000457

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the construction award recommendation for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility to T. A. Loving Company, Goldsboro, NC the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,991,500.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

Attachments:
Recommendation - Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 12, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the construction award for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility (PWC2526073)

BID/PROJECT NAME: Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility

BID DATE: April 14, 2026 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 217.0000.0435.2608496-06. 800050.. CPR1000457

CONFORMING BIDDERS	**TOTAL PRICE**
T.A. Loving Company, Goldsboro, NC	$1,991,500.00
State Utility Contractor, Inc., Monroe, NC	$2,057,000.00

AWARD RECOMMENDED TO: T.A. Loving Company, Goldsboro, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on February 27, 2026, with a bid opening date of April 14, 2026. Bids were solicited from three (3) vendors, and two (2) were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
READVERSITEMENT
REPLACE CLARIFIER #3
MECHANISM AT THE
ROCKFISH CREEK WATER
RECLAMATION FACILITY
BID DATE: April 14, 2026

Advertisement

1.	PWC Website	2/27/2026 through 04/14/2026
2.	Addendum 1	03/26/2026
3.	Addendum 2	03/30/2026
4.	Addendum 3	04/02/2026

List of Prospective Bidders Notified of Bid

1. T.A. Loving Company, Goldsboro, NC
2. State Utility Contractor, Inc., Monroe, NC
3. Charles R. Underwood, Inc., Sanford, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

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

SDBE / SLS Participation

T.A. Loving Company, Goldsboro, NC, is not a small local or SDBE business. T.A. Loving Company anticipates $68,900.00 in certified SDBE spend.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0514

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A24

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Grading for the Point of Delivery 5

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for construction award recommendation for the Grading for the Point of Delivery 5 to BMCO Construction, Inc., Lumberton, NC, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,370,000.00.

Background:
The Fayetteville Public Works Commission, during the meeting on June 24, 2026, approved the construction award recommendation for Grading for the Point of Delivery 5 to BMCO Construction, Inc., Lumberton, NC, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,370,000.00, and forward to City Council for approval.

Bid Date: May 28, 2026

Conforming Bidders	Total Price
BMCO Construction, Inc., Lumberton, NC	$1,370,000.00
Fred Smith Company, Raleigh, NC	$1,541,000.00
CF Solar LLC, Stedman, NC	$1,808,960.00
Triangle Grading and Paving, Burlington, NC	$2,968,296.00

Non-Conforming Bidder
Soles Automotive Towing Inc., Fayetteville, NC

Issues/Analysis:
The bid notice was advertised through our usual channels on April 28, 2026, with a bid opening date of May 28, 2026. Bids were solicited from ten (10) vendors, and five (5) bids were received. The Electrical Engineering Department requests the

rejection of bid that is nonconforming to specified bid requirements. **SDBE / SLS Participation** - BMCO Construction, Inc. of Lumberton, NC, is a small local business. BMCO Construction, Inc. anticipates 26% subcontractor participation but 0% participation for Small Local Suppliers.

Budget Impact:
The Grading for the Point of Delivery 5 is budgeted in account string 103.0000.0435.24030328-03.690151.CPR1000541

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the construction award recommendation for Grading for the Point of Delivery 5 to BMCO Construction, Inc., Lumberton, NC, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,370,000.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

Attachments:
Bid Recommendation - Grading for the Point of Delivery 5

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 12, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the construction award for the Grading for the Point of Delivery 5 (PWC2526058 Rebid).

BID/PROJECT NAME: Grading for the Point of Delivery 5

BID DATE: May 28, 2026 **DEPARTMENT:** Electrical Engineering

BUDGET INFORMATION: 103.0000.0435.24030328-03.690151.CPR1000541

CONFORMING BIDDERS	**TOTAL PRICE**
BMCO Construction, Inc., Lumberton, NC	$ 1,370,000.00
Fred Smith Company, Raleigh, NC	$ 1,541,000.00
CF Solar LLC, Stedman, NC	$ 1,808,960.00
Triangle Grading and Paving, Burlington, NC	$ 2,968,296.00

NON-CONFORMING BIDDERS
Soles Automotive Towing Inc., Fayetteville, NC

AWARD RECOMMENDED TO: BMCO Construction, Inc.

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on April 28, 2026, with a bid opening date of May 28, 2026. Bids were solicited from ten (10) vendors, and five (5) bids were received.

The Electrical Engineering Department requests the rejection of bid that is non-conforming to specified bid requirements.

ACTION BY COMMISSION
APPROVED_____ REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____ REJECTED_____
DATE_____

BID HISTORY
GRADING FOR THE POINT
OF DELIVERY 5
BID DATE: May 28, 2026

Advertisement

1.	PWC Website	04/28/2026 through 05/28/2026
2.	Addendum 1	05/14/2026
3.	Addendum 2	05/20/2026

List of Prospective Bidders Notified of Bid

1. Diamond Constructors, Inc., Fayetteville, NC
2. Excel Service Plus LLC, Fayetteville, NC
3. Team Blue LLC, Fayetteville, NC
4. Superior Landscaped Solutions LLC, Fayetteville, NC
5. Ensolace Power LLC, Fayetteville, NC
6. Oral Construction, Maxton, NC
7. Soles Automotive & Towing, Fayetteville, NC
8. CS Solar LLC, Stedman, NC
9. Odell Smith and Sons, Spring Lake, NC
10. Hoke County Sand Company, Hope Mills, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

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

SDBE / SLS Participation

BMCO Construction, Inc. of Lumberton, North Carolina, is a small local business. BMCO Construction, Inc. anticipates 26% subcontractor participation but 0% participation for Small Local Suppliers.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0516

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A25

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Two (2) 230KV SF6 Gas Breakers for POD 5

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for service award recommendation for Two (2) 230KV SF6 Gas Breakers for POD 5 to Siemens Energy, Inc., Orlando, FL, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $477,800.00.

Background:
The Fayetteville Public Works Commission, during the meeting on June 24, 2026, approved the service award recommendation for Grading for Two (2) 230KV SF6 Gas Breakers for POD 5 to Siemens Energy, Inc., Orlando, FL, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $477,800.00, and forward to City Council for approval.

Bid Date: May 27, 2026

Conforming Bidder	Total Price
Siemens Energy, Inc., Orlando, FL	$477,800.00

Issues/Analysis:
The bid notice was advertised through our usual channels on May 7, 2026, with a bid opening date of May 27, 2026. Bids were solicited from four (4) vendors, and one (1) bid was received. SDBE / SLS Participation - Siemens Energy, Inc., Orlando, FL, is not a small local or SDBE business. Siemens Energy, Inc. anticipates to self-perform this project.

Budget Impact:
Two (2) 230KV SF6 Gas Breakers for POD 5 is budgeted in account string 103.0000.0802.WO00000.00.353000.CPR10005411

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the service award recommendation for Two (2) 230KV SF6 Gas Breakers for POD 5 to Siemens Energy, Inc., Orlando, FL, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $477,800.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its service.

Attachments:
Bid Recommendation - Two (2) 230KV SF6 Gas Breakers for POD 5

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 8, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the service award recommendation for Two (2) 230KV SF6 Gas Breakers for POD5 (PWC2526025 – Third Rebid)

BID/PROJECT NAME: Two (2) 230KV SF6 Gas Breakers for POD5

BID DATE: May 27, 2026 **DEPARTMENT:** Electric Support Systems

BUDGET INFORMATION: 103.0000.0802.WO00000.00.353000.CPR1000541

CONFORMING BIDDER	**TOTAL PRICE**
Siemens Energy, Inc., Orlando, FL	$477,800.00

AWARD RECOMMENDED TO: Siemens Energy, Inc., Orlando, FL

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interests of PWC.

COMMENTS: The bid notice was advertised through our usual channels on May 7, 2026, with a bid opening date of May 27, 2026. Bids were solicited from four (4) vendors, and one (1) bid was received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECT

BID HISTORY
TWO (2) 230KV SF6 GAS
BREAKERS FOR POD5 BID
DATE: May 27, 2026

Advertisement

1. PWC Website 5/7/26 through 5/27/26

List of Prospective Bidders Notified of Bid

1. National Transformer Sales (Siemens Energy, Inc.), Cary, NC
2. Power Tech (Hitachi ABB), Raliegh, NC
3. Ensales LLC (Mitsubishi Electric), Warrendale, PA
4. Jake Rudisill Associates (HICO America), Pittsburg, VA

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

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

SDBE / SLS Participation

Siemens Energy, Inc., Orlando, FL, is not a small local or SDBE business. Siemens Energy, Inc. anticipates to self-perform this project.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0524

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A26

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Lift Station 33 Cargill Lift Station Structural Repair

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for construction award for Lift Station 33 Cargill Lift Station Structural Repair to Charles R. Underwood, Inc., Sanford, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,535.25.

Background:
The Fayetteville Public Works Commission, during the meeting on July 22, 2026, approved the construction award for Lift Station 33 Cargill Lift Station Structural Repair to Charles R. Underwood, Inc., Sanford, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,535.25, and forward to City Council for approval.

Bid Date: June 18, 2026

Conforming Bidders	Total Price
Charles R. Underwood, Inc., Sanford, NC	$595,535.25
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$927,000.00
T.A. Loving Company, Goldsboro, NC	$958,917.00

Issues/Analysis:
The bid notice was advertised through our usual channels on May 28, 2026, with a bid opening date of June 18, 2026. Bids were solicited from three (3) vendors and three (3) were received. **SDBE / SLS Participation:** Charles Underwood Inc. is not a small local business. Within the bid submittal, the contractor has identified Titan Services & Equipment Repair for subcontracting. Titan Services & Equipment Repair is not a certified Small Local Supplier (SLS) or local business. The contractor has indicated an

anticipated 20% subcontracting participation with this firm.

Budget Impact:
Cargill Lift Station Structural Repair is budgeted in
002.0160.0435.2613915-02.800050..CPRI 000390

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the construction award for Lift Station 33 Cargill Lift Station Structural Repair to Charles R. Underwood, Inc., Sanford, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,535.25 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

Attachments:
Bid Recommendation - Lift Station 33 Cargill Lift Station Structural Repair

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** July 6, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the construction award for the Lift Station 33 Cargill Lift Station Structural Repair (PWC2526102)

BID/PROJECT NAME: Lift Station 33 Cargill Lift Station Structural Repair

BID DATE: June 18, 2026 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 002.0160.0435.2613915-02.800050..CPR1000390

CONFORMING BIDDERS	**TOTAL PRICE**
Charles R. Underwood, Inc., Sanford, NC	$595,535.25
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$927,000.00
T.A. Loving Company, Goldsboro, NC	$958,917.00

AWARD RECOMMENDED TO: Charles R. Underwood, Inc., Sanford, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on May 28, 2026, with a bid opening date of June 18, 2026. Bids were solicited from three (3) vendors, and three (3) were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
LIFT STATION 33 CARGILL
LIFT STATION
STRUCTURAL REPAIR
BID DATE: June 18, 2026

Advertisement

1.	PWC Website	05/28/2026 through 06/18/2026
2.	Addendum 1	05/29/2026
3.	Addendum 2	06/04/2026
4.	Addendum 3	06/10/2026

List of Prospective Bidders Notified of Bid

1. T.A. Loving Company, Goldsboro, NC
2. Burnette Enterprises of Wilmington, Inc., Wilmington, NC
3. Charles R. Underwood, Inc., Sanford, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

Media

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

SDBE / SLS Participation

Charles Underwood Inc. is not a small local business. Within the bid submittal, the contractor has identified Titan Services & Equipment Repair for subcontracting.

Titan Services & Equipment Repair is not a certified Small Local Supplier (SLS) or local business. The contractor has indicated an anticipated 20% subcontracting participation with this firm.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0525

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A27

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Relay Control Switchboards

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for purchase award recommendation for purchase of Relay Control Switchboards to Schweitzer Engineering Laboratories, Inc., Pullman, Washington, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,698.00.

Background:
The Fayetteville Public Works Commission, during the meeting on July 22, 2026, approved the purchase award recommendation for purchase of Relay Control Switchboards to Schweitzer Engineering Laboratories, Inc., Pullman, Washington, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,698.00, and forward to City Council for approval.

Bid Date: May 7, 2026

Conforming Bidders	Total Price
Schweitzer Engineering Laboratories, Inc., Pullman, WA	$595,698.00
Electrical Power Products, Inc., Des Moines, IA	$685,388.00
Border States Industries, Inc., Fargo, ND	$692,690.00

Issues/Analysis:
The bid notice was advertised through our usual channels on April 16, 2026, with a bid opening date of May 7, 2026. Bids were solicited from eleven (11) vendors, and three (3) bids were received. **SDBE/ SLS Participation:** Schweitzer Engineering Laboratories, Inc., Pullman, WA, is not a small local or SDBE business. Schweitzer Engineering Laboratories, Inc to self-perform this project.

Budget Impact:

Relay Control Switchboards are budgeted in 103.0000.0802.WO00000.00.
353000.CPR1000541

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the purchase award recommendation for purchase of Relay Control Switchboards to Schweitzer Engineering Laboratories, Inc., Pullman, Washington, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,698.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:
Bid Recommendation - Relay Control Switchboards

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 8, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award recommendation for Relay Control Switchboards (PWC2526085)

BID/PROJECT NAME: Relay Control Switchboards

BID DATE: May 7, 2026 **DEPARTMENT:** Electric System Support

BUDGET INFORMATION: 103.0000.0802.WO00000.00.353000.CPR1000541

CONFORMING BIDDERS	TOTAL PRICE
Schweitzer Engineering Laboratories, Inc., Pullman, Washington	$595,698.00
Electrical Power Products, Inc., Des Moines, Iowa	$685,388.00
Border States Industries, Inc., Fargo, North Dakota	$692,690.00

AWARD RECOMMENDED TO: Schweitzer Engineering Laboratories, Inc., Pullman, Washington

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interests of PWC.

COMMENTS: The bid notice was advertised through our usual channels on April 16, 2026, with a bid opening date of May 7, 2026. Bids were solicited from eleven (11) vendors, and three (3) bids were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECT

BID HISTORY
RELAY CONTROL
SWITCHBOARDS
BID DATE: May 7, 2026

Advertisement

1.	PWC Website	4/16/26 through 5/7/26
2.	Addendum 1	4/30/26
3.	Addendum 2	5/4/26

List of Prospective Bidders Notified of Bid

1. Birmingham Control Systems, Birmingham, Alabama
2. AZZ/PEI., Millington, MD
3. Electrical Power Products Inc., Des Moines, Iowa
4. Kemco Industries, Inc., Sanford, Florida
5. Keystone Electrical Manufacturing Company, Des Moines, Iowa
6. Jake Rudisill Associates, Inc., Lisa Ellison
7. Lekson Associates, Inc., Kevin Dyson
8. Schweitzer Engineering Laboratories, Inc., Pullman, Washington
9. WESCO, Richmond, Virginia
10. KVA, Inc., Greer, South Carolina
11. Atlantic Power Sales, LLC, Gastonia, NC
12. Border States Industries, Fargo, North Dakota

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC

National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

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

SDBE / SLS Participation

Schweitzer Engineering Laboratories, Inc., Pullman, WA, is not a small local or SDBE business. Schweitzer Engineering Laboratories, Inc to self-perform this project.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0526

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A28

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 10, 2026**

RE:
PWC - Approve Bid Recommendation - Ames Street 24-Inch Valve Replacement

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bids were received for construction award for Ames Street 24-Inch Valve Replacement to T. A. Loving Company, Goldsboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $534,750.00.

Background:
The Fayetteville Public Works Commission, during the meeting on July 22, 2026, approved the construction award for Ames Street 24-Inch Valve Replacement to T. A. Loving Company, Goldsboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $534,750.00 and forward to City Council for approval.

Bid Date: July 7, 2026

Conforming Bidders	Total Price
T.A. Loving Company, Goldsboro, NC	$534,750.00
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$725,120.00

Issues/Analysis:
The bid notice was advertised through our normal channels on June 06, 2026, with a bid opening date of July 7, 2026. Bids were solicited from two (2) vendors and two (2) were received. **SDBE/ SLS Participation:** T. A. Loving Company, of Goldsboro, North Carolina is not a small local or SDBE business. T. A. Loving Company anticipates $8,000.00 in SDBE Spend.

Budget Impact:
The Ames Street 24-Inch Valve Replacement is budgeted in 217.0000.0435.

2610760-07.700030.. CPR100088

Options:
N/A

Recommended Action:
The Fayetteville Public Works Commission recommends that City Council approve the construction award for Ames Street 24-Inch Valve Replacement to T. A. Loving Company, Goldsboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $534,750.00 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its construction.

Attachments:
Bid Recommendation - Ames Street 24-Inch Valve Replacement

RONNA ROWE GARRETT, COMMISSIONER
DONALD L. PORTER, COMMISSIONER
CHRISTOPHER G. DAVIS, COMMISSIONER
RICHARD W. KING, COMMISSIONER
TIMOTHY L. BRYANT, CEO/GENERAL MANAGER

FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

PUBLIC WORKS COMMISSION
MEETING OF WEDNESDAY, JULY 22, 2026
8:30 A.M.

AGENDA

I. REGULAR BUSINESS

A. Call to order

B. Pledge of Allegiance

C. Approval of Agenda

II. PRESENTATION OF COLLEGE INTERNS
Presented by: Lauren Williams, HR Programs Specialist

III. CONSENT ITEMS

A. Approve Minutes of meeting of June 24, 2026

B. Approve to change meeting location and time for the August 12, 2026, Commission Meeting to 9:30 a.m. at the PWC Butler-Warner Generation Plant, Administrative Building, located at 2274 Custer Avenue, Fayetteville, NC 28312.

C. Adopt PWC Resolution # PWC2026-13 – Resolution of the Fayetteville Public Works Commission to Fund Projects Partially Funded by State Loan Offers with Revenue Bonds And/or Other Sources to Complete the Projects

D. Sole Source Recommendation - PWC's Utility Field Services Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6). Such an exception is only available in this instance if the Commission approves the purchase.

The request is specifically to authorize a one-time purchase of various water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL 10USG CUSTSER, 8 FLG OMNI T2 METER, M520M-F1-TC-X-E-MI 1P PIT WID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks.

E. Approve construction award recommendation for Lift Station 33 Cargill Lift Station Structural Repair to Charles R. Underwood, Inc., Sanford, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,535.25 and forward to City Council for approval.

Cargill Lift Station Structural Repair is budgeted in 002.0160.0435.2613915-02.800050..CPR1000390

Bid Date: June 18, 2026

Conforming Bidder	Total Price
Charles R. Underwood, Inc., Sanford, NC	$595,535.25
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$927,000.00
T.A. Loving Company, Goldsboro, NC	$958,917.00

COMMENTS: The bid notice was advertised through our usual channels on May 28, 2026, with a bid opening date of June 18, 2026. Bids were solicited from three (3) vendors and three (3) were received. **SDBE / SLS Participation:** Charles Underwood Inc. is not a small local business. Within the bid submittal, the contractor has identified Titan Services & Equipment Repair for subcontracting. Titan Services & Equipment Repair is not a certified Small Local Supplier (SLS) or local business. The contractor has indicated an anticipated 20% subcontracting participation with this firm.

F. Approve purchase award recommendation for purchase of Relay Control Switchboards to Schweitzer Engineering Laboratories, Inc., Pullman, Washington, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $595,698.00 and forward to City Council for approval.

Relay Control Switchboards are budgeted in 103.0000.0802.WO00000.00.353000.CPR1000541

Bid Date: May 7, 2026

Conforming Bidder	Total Price
Schweitzer Engineering Laboratories, Inc., Pullman, WA	$595,698.00
Electrical Power Products, Inc., Des Moines, IA	$685,388.00
Border States Industries, Inc., Fargo, ND	$692,690.00

COMMENTS: The bid notice was advertised through our usual channels on April 16, 2026, with a bid opening date of May 7, 2026. Bids were solicited from eleven (11) vendors, and three (3) bids were received. **SDBE / SLS Participation:** Schweitzer Engineering Laboratories, Inc., Pullman, WA, is not a small local or SDBE business. Schweitzer Engineering Laboratories, Inc to self-perform this project.

G. Approve construction award recommendation for Ames Street 24-Inch Valve Replacement to T. A. Loving Company, Goldsboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of $534,750.00 and forward to City Council for approval.

The Ames Street 24-Inch Valve Replacement is budgeted in 217.0000.0435. 2610760-07.700030.. CPR100088

Bid Date: July 7, 2026

Conforming Bidder	Total Price
T.A. Loving Company, Goldsboro, NC	$534,750.00
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$725,120.00

COMMENTS: The bid notice was advertised through our normal channels on June 06, 2026, with a bid opening date of July 7, 2026. Bids were solicited from two (2) vendors and two (2) were received. **SDBE / SLS Participation:** T. A. Loving Company, of Goldsboro, North Carolina is not a small local or SDBE business. T. A. Loving Company anticipates $8,000.00 in SDBE Spend.

END OF CONSENT

IV. GENERAL MANAGER REPORT

V. COMMISSIONER/LIAISON COMMENTS

VI. REPORTS AND INFORMATION

A. Recap of Uncollectible Accounts – June 2026
B. Investment Report - June 2026
C. Purchase Orders – June 2026
D. Utility Payments by Payment Type – June 2026
E. Career Opportunities
F. Actions by City Council during the meeting of June 23, 2026, related to PWC:
   - Approved Recommendation to Reject All Bids for the Annual Transmission Construction Contract

VII. CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTES 143-318.11(A)(3) FOR LEGAL MATTERS

VIII. CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTES 143-318.11(A)(6) FOR PERSONNEL MATTERS

IX. ADJOURN

PUBLIC WORKS COMMISSION
MEETING OF WEDNESDAY, JUNE 24, 2026
8:30 AM

Present:	Richard W. King, Chairman Ronna Rowe Garrett, Vice Chairman Donald L. Porter, Secretary Christopher G. Davis, Treasurer (VIRTUAL)
Others Present:	Timothy L. Bryant, CEO/General Manager Derrick Thompson, Mayor Pro Tem/Liaison Kirk deViere, Cumberland County Commission Chairman/Liaison (VIRTUAL)
Absent:	Jodi Phelps, Assistant City Manager Faith Phillips, Assistant Cumberland County Manager Chancer McLaughlin, Hope Mills Town Manager Media

I. REGULAR BUSINESS

Chairman Richard King called the meeting of June 24, 2026, to order at 8:30 a.m.

PLEDGE OF ALLEGIANCE

Commissioner King led the Commission in the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Commissioner Ronna Rowe Garrett motioned to amend the agenda by adding Item IV – Discussion of Spring Lake Wholesale Water Agreement, and renumbering existing items IV thru IX to items V thru X. Motion was seconded by Commissioner Donald Porter and unanimously approved.

Upon motion by Commissioner Ronna Rowe Garrett, seconded by Commissioner Donald Porter, the amended agenda was unanimously approved.

II. AWARD PRESENTATION ACKNOWLEDGEMENTS

North Carolina Association of Municipal Electric Systems Awards
Presented by: Misty Manning, Chief Operating Officer, Electric Systems

Misty Manning presented the NCAMES team members and announced their awards.

Marshall Jackson, Powerline Crew Leader	Coach
Cody Jonaitis, Lineworker 2nd class	3rd Place Hurtman Rescue
Dustin Britt, Lineworker 2nd Class	3rd Place Transformer Load Switching
Clayton Davis, Lineworker 3rd Class	3rd Place Lightning Arrestor Changeout
Blaine Nunnery, Lineworker 2nd Class	2nd Place Overall for All Apprentice Events
Andrew Prevette, Lineworker 3rd Class	Unofficial Written Test Award Winner

III. CONSENT ITEMS

Upon motion by Commissioner Donald Porter, seconded by Commissioner Ronna Rowe Garrett, Consent Items were unanimously approved.

A. Approve Minutes of meeting of June 10, 2026

B. Approve to cancel meeting of July 8, 2026

C. Adopt PWCORD2026-07 – FY2026 Amendment #5 Budget Ordinance

Budget Ordinance Amendment #5 to the Electric Fund and W/WW Fund increases the Electric Fund by $309,300 to $292.2 million and increases the W/WW Fund by $63,300 to $182.3 million.

Electric Fund

- **Electric Fund Revenue**: Total Electric Fund Revenue increased by $309,300.
  - Budgetary Appropriations increased by $309,300 due to the increase of the
  - Appropriation from Electric Net Position to support the expenses below.
- **Electric Fund Expenditures**: Total Electric Fund Expenditures increased by $309,300.
  - Operating Expenditures increased by $415,000 due to increased transmission costs for power supply.
  - Debt Service decreased by $105,700 due to an increase in amortization from Series 2025 bond issuance.
  - Capital decreased by $200,000 due to project delays.
  - Budgetary Appropriations increased by $200,000 due to the increase of the Transfer to Budget Carryover Reserve to move delayed capital project funding to FY27.

W/WW Fund

- **W/WW Fund Revenue**: Total W/WW Fund Revenue increased by $63,300.
  - Budgetary Appropriations increased by $63,300 due to the increase of the Appropriation from Annexation Phase V Fund.
- **W/WW Fund Expenditures**: Total W/WW Fund Expenditures increased by $63,300.
  - Debt Service increased by $503,600 due to increased state loan and bond interest expense.
  - Capital decreased by $7,613,000 due to project delays and the reallocation of projects to the bond fund.
  - Budgetary Appropriations increased by $7,172,700. This includes the increase of the Transfer to Budget Carryover Reserve by $200,000 due to capital projects delayed until FY27 and the increase of the Appropriation to W/WW Net Position by $6,972,700 due to capital projects delayed beyond FY26.

D. Adopt PWC Ordinances – PWCORD2026-09 through PWCORD2026-19

The following Capital Project Fund (CPF) ordinance amendments will be effective upon adoption:

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- PWCORD2026-09 amends the Electric Rate Stabilization Fund to decrease the budgeted transfer to the Electric General Fund by $438,100 for lower catch-up energy costs.
- PWCORD2026-10 amends the Annexation Phase V Reserve to recognize a higher appropriation to the GF of $63,221 for debt service, consistent with the GF budget and true up interest to actual.
- PWCORD2026-11 amends the NCDOT Capital Project Fund to true up interest to actual.
- PWCORD2026-12 closes the Series 2021 Electric Capital Project Fund. Projects are complete.
- PWCORD2026-13 closes the Series 2021 Water and Wastewater Capital Project Fund. Projects are complete.
- PWCORD2026-14 amends the Annexation Phase V, Areas 32-34 CPF to reallocate surplus Series 2023 bond proceeds to Annexation Phase V, Areas 26 & 27 CPF and true up interest to actual.
- PWCORD2026-15 amends the Annexation Phase V, Areas 24 & 25 CPF to reallocate surplus Series 2023 bond proceeds to Annexation Phase V, Areas 26 & 27 CPF and true up interest to actual.
- PWCORD2026-16 amends the Annexation Phase V, Areas 26 & 27 CPF to reallocate surplus Series 2023 bond proceeds from the Annexation Phase V, Areas 24 & 25 and Areas 32-34 CPFs, and to true up interest and transfers to actual amounts.
- PWCORD2026-17 amends the Series 2023 Electric Capital Project Fund to recognize $2,182,29 in interest income.
- PWCORD2026-18 amends the Electric Transportation Equipment Capital Project Fund to close out long lead time purchases made in FY24.
- PWCORD2026-19 amends the Water Transportation Equipment Capital Project Fund to close out long lead time purchases made in FY24 & FY25.

E. Adopt PWC Ordinances – PWCORD2026-20 through PWCORD2026-27

The following Capital Project Fund (CPF) budget ordinance amendments will be effective July 1, 2026, and reflect the FY27 activity from the FY27 Annual Electric and Water/Wastewater Operating and CIP Budget:

- PWCORD2026-20 amends the Electric Rate Stabilization Fund to recognize the FY27 transfer of $2,269,600 from the Electric General Fund (GF) consistent with the GF budget and an increase in estimated interest income of $680,488 in recognition of higher interest rates for investment activity.
- PWCORD2026-21 amends the Water and Wastewater Utility Rate Stabilization Fund to recognize the FY27 transfer of $250,000 consistent with the GF budget and an increase in estimated interest income of $99,700 in recognition of higher interest rates for investment activity.
- PWCORD2026-22 amends the Annexation Phase V Reserve to recognize the FY 27 appropriations from the GF of $8,819,810, an increase in estimated interest income of $1,358,450 in recognition of higher interest rates for investment activity and an appropriation to the GF of $9,518,603 for debt service, all consistent with the GF budget.
- PWCORD2026-23 amends the NCDOT Capital Project Fund to update cost estimates for existing projects based on the FY27 CIP recognize and increase estimated interest income of $1,951,211 in recognition of higher interest rates for investment activity.
- PWCORD2026-24 amends the Substation Rebuild Capital Project Fund to update cost estimates and projects based on the FY27 CIP.
- PWCORD2026-25 amends the 401N Substation, to increase cost estimates by $3,982,000 based on the FY27 CIP.

- PWCORD2026-26 amends the Series 2025 Water and Wastewater Capital Project Fund to recognize estimated interest income of $1,856,200
- PWCORD2026-27 amends the Series 2025 Electric Capital Project Fund to recognize estimated interest income of $1,271,800

F. Approve recommendation to reject all bids for Inventory – Switch, 69KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way and forward to City Council for approval.

Inventory - Switch, 69 KV 1200A, Unitized GOAB, Side Break Horizontal, 3-Way is budgeted in Warehouse Inventory

Bid Date: May 14, 2026

Non-Conforming Bidders
National Transformer Sales, Hampton, GA
WESCO Distribution, Mocksville, NC

Basis of Rejection: Non-conforming bids

COMMENTS: The bid notice was advertised through our usual channels on April 15, 2026, with a bid opening date of May 14, 2026. Bids were solicited from four (4) vendors, and two (2) bids were received. The Electrical Engineering and Warehouse Department requests the rejection of bids that are non-conforming to specified bid requirements and material specifications

G. Approve recommendation to reject all bids for Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C and forward to City Council for approval.

Two 230/66KV Autotransformer 134.4/179.2/224 MVA at 65C is budgeted in account string 103.0000.0802.0000-00.353000.CPR1000434

Bid Date: April 16, 2026

Conforming Bidders
Delta Star, Lynchburg, VA
Virginia Transformer, Roanoke, VA
Pennsylvania Transformer Technology, Cannonsburg, PA

BASIS OF REJECTION: Change in technical specification requirements

COMMENTS: The bid notice was advertised through our usual channels on March 4, 2026, with a bid opening date of April 16, 2026. Bids were solicited from nine (9) vendors, and three (3) bids were received. The technical specification requirements are no longer aligned with the solicitation as issued. Rejection of all bids received under the March 2026 solicitation is requested.

H. Approve construction award recommendation for the Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility to T. A. Loving Company, Goldsboro, NC the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,991,500.00, and forward to City Council for approval.

The Readvertisement Replace Clarifier #3 Mechanism at the Rockfish Creek Water Reclamation Facility is budgeted in account string 217.0000.0435. 2608496-06.800050..CPR1000457

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Bid Date: April 14, 2026

Conforming Bidders	Total Price
T. A. Loving Company, Goldsboro, NC	$1,991,500.00
State Utility Contractor, Inc., Monroe, NC	$2,057,000.00

COMMENTS: The bid notice was advertised through our usual channels on February 27, 2026, with a bid opening date of April 14, 2026. Bids were solicited from three (3) vendors, and two (2) were received. **SDBE / SLS Participation -** T.A. Loving Company, Goldsboro, NC, is not a small local or SDBE business. T.A. Loving Company anticipates $68,900.00 in certified SDBE spend.

I. Approve construction award recommendation for the Grading for the Point of Delivery 5 to BMCO Construction, Inc., Lumberton, NC, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $1,370,000.00, and forward to City Council for approval.

The Grading for the Point of Delivery 5 is budgeted in account string 103.0000.0435.24030328-03.690151.CPR1000541

Bid Date: May 28, 2026

Conforming Bidders	Total Price
BMCO Construction, Inc., Lumberton, NC	$1,370,000.00
Fred Smith Company, Raleigh, NC	$1,541,000.00
CF Solar LLC, Stedman, NC	$1,808,960.00
Triangle Grading and Paving, Burlington, NC	$2,968,296.00

Non-Conforming Bidder
Soles Automotive Towing Inc., Fayetteville, NC

COMMENTS: The bid notice was advertised through our usual channels on April 28, 2026, with a bid opening date of May 28, 2026. Bids were solicited from ten (10) vendors, and five (5) bids were received. The Electrical Engineering Department requests the rejection of bid that is non-conforming to specified bid requirements. **SDBE / SLS Participation -** BMCO Construction, Inc. of Lumberton, NC, is a small local business. BMCO Construction, Inc. anticipates 26% subcontractor participation but 0% participation for Small Local Suppliers.

J. Approve bid award recommendation for Two (2) 230KV SF6 Gas Breakers for POD 5 to Siemens Energy, Inc., Orlando, FL, the lowest responsive, responsible bidder and in the best interest of PWC in the total amount of $477,800.00, and forward to City Council for approval.

Two (2) 230KV SF6 Gas Breakers for POD 5 is budgeted in account string 103.0000.0802.WO00000.00.353000.CPR10005411

Bid Date: May 27, 2026

Conforming Bidder	Total Price
Siemens Energy, Inc., Orlando, FL	$477,800.00

COMMENTS: The bid notice was advertised through our usual channels on May 7, 2026, with a bid opening date of May 27, 2026. Bids were solicited from four (4) vendors, and one (1) bid was received.. **SDBE / SLS**

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Participation - Siemens Energy, Inc., Orlando, FL, is not a small local or SDBE business. Siemens Energy, Inc. anticipates to self-perform this project.

END OF CONSENT

IV. DISCUSSION REGARDING SPRING LAKE WHOLESALE WATER AGREEMENT

Mr. Bryant stated on Monday night the Town of Spring Lake agreed to renew the wholesale water agreement. PWC's Key Accounts Team worked with the Town of Spring Lake for over many months to update our existing wholesale water agreement.

This is a five-year agreement with an automatic five-year renewal. The new agreement has defined capacity limits and associated financial controls. Additionally, we use our standard wholesale water rate for all billable usage within the approved capacity.

Mr. Bryant stated this agreement better aligns with recent water agreements that we recently executed over at Hoke County as well as what we are doing with Cumberland County for the various water districts, including consistency and how the rates are adjusted. Additionally, this new agreement secures a long-term water supply within defined capacity levels for the Town of Spring Lake, establishing predictable path for growth, including expansion beyond the base capacity.

The agreement provides a mechanism to expand infrastructure as demand increases. Maintains operational flexibility within defined limits including emergency situations and defines coordination requirements during water shortages and emergency conditions.

The previous agreement was executed in 2008 with more general with limited operational detail. It has a tiered water rate structure with fixed pricing tiers. It had a minimum purchase amount of 13M gallons per month and there was no formal cap for the total monthly usage. Growth and usage were managed through policy rather than define capacity limits. The current minimum on the old agreement was $60,88.60.

The new agreement has a minimum of 15M gallons of monthly billable volume. We have now capped the base capacity at 28M gallons per month, expandable up to 40M gallons with Reserve Capacity Fees. The daily maximum capacity is 2M gallons per day. The new minimum is $83,892.00

Mr. Bryant responded to Commissioners' comments and questions regarding Spring Lake's system.

County Commissioner deViere stated the County is focused on the regionalization approach. Their goal is to help build out Spring Lake's infrastructure while PWC is providing the clean, safe drinking water. Addiutional discussion ensued.

Commissioner Ronna Rowe Garrett motioned to approve the General Manager/CEO entering and executing the Spring Lake Wholesale Water Agreement approved by the Commission of the Town of Spring Lake on June 22, 2026, whereby PWC will sell Wholesale Water to the Town of Spring Lake. Motion was seconded by Commissioner Donald Porter and unanimously approved.

V. GENERAL MANAGER REPORT

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Safety

Mr. Bryant stated PWC continues to keep safety as a top priority. Holding ourselves accountable for one another's safety every day ensures we all go home in the same or better condition physically and mentally. He state accountability demands that when we see something we say something. We do not turn away from an unclear work assignment. We do not disregard procedures because that is the way we have always done it. We do not let the team members cut corners. After, all we are our brother and sister's keeper.

People

Every day around the clock PWC team members work to deliver safe and affordable electric, drinking water and wastewater service for this region of Fayetteville, Cumberland County and Hoke County. The PWC team is comprised of not only knowledgeable people, but additionally state and/ or federal recognized certified and licensed experts. Charged with bringing their depth of knowledge skills and abilities to bear to ensure that this community has the opportunity to thrive.

At PWC we cannot rest on our laurels and receive rewards. But we must maintain a questioning attitude to continue to get better at our very important jobs. We know that we must treat every electrical outage as one too many. We know that dogged protection of our water sheds from our people and our community, PFAS and emerging contaminants is more effective than shifting costs to the rate payers to treat water at our drinking and reclamation plants. Every action our team members take to mitigate great upsets and destruction of our water sheds generates shared regional benefits for all those communities that depend on PWC for their very existence. At PWC we cannot shy away and we will not shy away from our responsibilities nor stand by, and letter others disavow our subject matter expertise. He thanked PWC the PWC team for their expertise and all that they do every day to support this community.

Community Engagement

PWC team members continue to show up in Fayetteville and Cumberland County community. In this year's inaugural GiveBack campaign, we amassed over $70,000 donations pledged to area communities and non-profit organizations including the United Way. Mr. Bryant thanked the PWC team for continuing to put this community 1st in your time, talent, and your treasures.

Running the Business

Mr. Bryant thanked the Key Accounts, Water Resources, and Legal teams, among others, in helping to attain the renewal of the Town of Spring Lake Wholesale Water Agreement. He stated their persistence in communicating the PWC value proposition and commitment to services is greatly appreciated. He also thanked the Town of Spring Lake for their partnership and continued trust of PWC and its professional staff to deliver on our commitment of safe and affordable water services to all our customers.

VI. COMMISSIONER/LIAISON COMMENTS

County Chairman/Liaison Commissioner Kirk deViere

Commissioner deViere stated the County completed its budget this week. It was voted on yesterday.

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Mayor Pro Tem/Liaison Derrick Thompson

Council Member Thompson stated the City also completed their budget and they have consistently and unanimously voted for no tax increase. He encouraged everyone to keep our residents first.

Commissioner Christopher Davis

No comments

Commissioner Donald Porter

No Comments

Commissioner Ronna Rowe Garrett

Commissioner Garrett stated next week is our 250th birthday anniversary (two and a half centuries). We celebrate the spirit of America; working hard and creating families; making a good space for work and family. She stated she has been watching the World Cup, and she has been on social media watching everyone enjoy American from all the different countries. It is really a sight to see, and she is grateful for where she is and what she has, so Happy Birthday to America.

Commissioner Richard King

Commissioner King said 'ditto.' He recalled when he was in Florida to watch the World Cup and when he and his wife arrived there was no one there, but just a few minutes before the game began the seats filled up and they were shouting USA, USA, and it was just an awesome sight to see.

VII. REPORTS AND INFORMATION

The Commission acknowledges receipt of the following reports and information.

A. Recap of Uncollectible Accounts – May 2026
B. Financial Statement Recaps – April 2026
   - Electric
   - Water/Wastewater
C. Career Opportunities
D. Actions by City Council during the meeting of June 8, 2026, related to PWC:
   - Approved Sole Source Request - Purchase Specific Water Meters
   - Approved Recommendation to Reject All Bids for - Inventory - BABA Galvanized Steel Transmission Poles
   - Approved Bid Recommendation - Inventory - BABA Galvanized Steel Transmission Poles
   - Approved Phase 5 Annexation Area 26 - Resolution Confirming Assessment Roll and Levying Assessments

VIII. CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTES 143-318.11(A)(3) FOR LEGAL MATTERS

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Commissioner Ronna Rowe Garrett motioned to enter Closed Session Pursuant to NCGS 143-318.11(A)(3) for Legal Matters. Motion was seconded by Commissioner Donald Porter and unanimously approved at 8:53 am.

There being no further discussion, upon motion by Commissioner Ronna Rowe Garrett and seconded by Commissioner Donald Porter, the Commission returned to open session by unanimously consent at 9:41 am.

IX. CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTES 143-318.11(A)(6) FOR PERSONNEL MATTERS

Commissioner Ronna Rowe Garrett motioned to enter Closed Session Pursuant to NCGS 143-318.11(A)(6) for Personnel Matters. Motion was seconded by Commissioner Donald Porter and unanimously approved at 9:41 am.

There being no further discussion, upon motion by Commissioner Ronna Rowe Garrett and seconded by Commissioner Donald Porter, the Commission returned to open session by unanimously consent at 10:17 am.

X. ADJOURNMENT

There being no further discussion, upon motion by Commissioner Donald Porter, seconded by Commissioner Ronna Rowe Garrett, and unanimously approved, the meeting adjourned at approximately 10:17 a.m.

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Resolution No. PWC2026.13

RESOLUTION OF THE FAYETTEVILLE PUBLIC WORKS COMMISSION TO FUND PROJECTS PARTIALLY FUNDED BY STATE LOAN OFFERS WITH REVENUE BONDS AND/OR OTHER SOURCES TO COMPLETE THE PROJECTS

WHEREAS, the Fayetteville Public Works Commission (hereinafter, the "Commission") continues to adhere to a high standard of professional financial management to ensure adequate public infrastructure, economic development and services for its citizens; and

WHEREAS, the Commission developed and maintains a Ten-Year Capital Improvement Program plan ("CIP") based upon projected revenues, expenditures, financial forecasts and long-range funding capacity; and

WHEREAS, on June 10, 2026, the Commission adopted the Fiscal Years 2027-2036 CIP as its long-range capital planning document; and

WHEREAS, the Commission continues to plan for the PO Hoffer Water Treatment Plant and Glenville Lake Water Treatment Plant Post-Filter GAC Adsorption Facilities projects ("GAC" or "Projects") in the CIP as funded from both State Loans and Revenue Bonds; and

WHEREAS, the Commission intends to accept funding offers from the North Carolina Department of Environmental Quality totaling $89 million for these Projects as currently before the Local Government Commission; and

WHEREAS, the total cost of the Projects is expected to exceed the amount of the proposed State Loan funding, requiring additional sources to ensure completion of the projects.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION THAT it hereby declares its intent to issue Revenue Bonds in the fall of 2027 to include an estimated $66 million for GAC, or use in part other legally available sources as may be identified by Staff in place of or supplemental to Revenue Bond proceeds, as determined to be in the best interest of the Commission, for the purpose of ensuring the feasible completion of these Projects.

Adopted this 22nd day of July, 2026.

FAYETTEVILLE PUBLIC WORKS COMMISSION

_____
Richard W. King, Chairman

ATTEST:

_____
Donald L. Porter, Secretary

FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE REQUEST

TO: Timothy L. Bryant, CEO/General Manager DATE: June 30, 2026
CC: Carolyn Justice-Hinson, Chief Customer Officer CJH
FROM: Corey Brown, Meter Services Manager SB

PWC's Utility Field Services Department seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6). Such an exception is only available in this instance if the Commission approves the purchase.

The request is specifically to authorize a one-time purchase of various water meters, chambers and ERTs, identified as 5/8 X 3/4 IPERL + 10 USG TRPL CUSTO, 6" OMNI T2 MTR 20TRPL 10USG CUSTSER, 8 FLG OMNI T2 METER, M520M-F1-TC-X-E-MI 1P PIT W-ID/LD, ADPTR TRPL 520-520C BLK, 1-1/2 R2 CHMBR CUST 20' TRPL PWC, 2" R2 CHMBER 20' TRPL CUST PWC, 3" T2 OMNI CHMBR 20' TRPL CUST PWC, 4" T2 OMNI CHMBR 20" TRPL CUST PWC, 6" OMNI T2 CHMBR 20" TRPL CUST PWC and 8" T2 OMNI CHMBR 20" TRPL CUST PWC manufactured by Sensus USA, Inc. from Ferguson Waterworks. A quote from Ferguson dated June 29, 2026 (Quote No. B835844) in the amount of $243,455.94 is attached. This request is based on the overriding consideration of standardization and compatibility with existing PWC metering infrastructure and systems.

PWC previously conducted a competitive bid process for the 2013 Connect Project (PWC1718064), which resulted in the selection and deployment of Sensus meters for water and electric metering applications. Since that time, Sensus meters and ERTs have been fully integrated into PWC's operations and infrastructure. PWC also maintains an Advanced Metering Infrastructure (AMI) Agreement with Sensus USA Inc., which supports system integration, communication, and ongoing metering operations. Although alternative manufacturers exist, none can be integrated into PWC's existing Sensus AMI system without (i) loss of required system interoperability, (ii) material modification of network and data infrastructure, and (iii) substantial duplication of cost and operational disruption. The Sensus platform operates as a proprietary, fully integrated system across approximately 191,000 deployed Sensus meters, and introduction of non-Sensus components would create unacceptable risks to system reliability, data integrity, and service continuity.

It is in PWC's best interest to continue standardizing metering equipment for the following reasons:

- **Water Meter Integration**: All approximately 105,000 PWC water meters currently deployed in the field utilize Sensus FlexNet technology, supporting compatibility across metering platforms and data systems.

- **Compatibility with Existing Infrastructure**: Sensus meters are fully integrated with PWC's metering infrastructure, communication systems, and data management platforms.

- **Operational Efficiency**: Maintaining a single manufacturer standard reduces staff learning curves, improves installation consistency, and enhances field efficiency.

- **Inventory Optimization**: Standardization reduces the need to stock multiple meter types and replacement parts, minimizing warehouse complexity and carrying costs.

- **Lifecycle and Maintenance Consistency**: Uniform equipment supports streamlined maintenance practices, consistent repair processes, and improved long-term asset management.

- **System Integration and Contract Alignment:** Continued use of Sensus meters ensures alignment with existing AMI infrastructure and contractual agreements, avoiding integration risks and additional system costs.

Approval of this sole source request will allow PWC to procure the required water meters from Ferguson, the authorized distributor for Sensus water products, to maintain adequate inventory levels and support ongoing installations and replacements without disruption.

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1689
1044 TAYLOR'S CREEK DRIVE
GREENVILLE, NC 27834-1044

Phone: 252-321-1132
Fax: 252-321-1945

Deliver To: KENNY HORNE
From: Bryan Jones
bryan.jones2@ferguson.com
Comments:

13:54:49 JUN 29 2026

FERGUSON ENTERPRISES LLC #1856
Price Quotation
Phone: 252-321-1132
Fax: 252-321-1945

Bid No: B835844
Bid Date: 06/29/26
Quoted By: BJ

Cust Phone: 910-223-4156
Terms: NET 10TH PROX

Customer: PUBLIC WORKS COMMISSION
955 OLD WILIMINGTON ROAD
METERS
FAYETTEVILLE, NC 28301

Ship To: PUBLIC WORKS COMMISSION
955 OLD WILIMINGTON ROAD
METERS
FAYETTEVILLE, NC 28301

Cust PO#:

Job Name: STOCK 2026 QUOTE

Item	Description	Quantity	Net Price	UM	Total
SP-IX2S1GD3XXXXXXC	5/8 X 3/4 IPERL + 10 USG TRPL CUSTO	384	149.590	EA	57442.56
SP-T6X1XX2GXB1ZXSC	6" OMNI T2 MTR 20TRPL 10USG CUSTSER	2	4940.380	EA	9880.76
SP-SOMNI218	8 FLG OMNI T2 METER	1	9581.870	EA	9581.87
S5396353752201MI	M520M-F1-TC-X-E-MI 1P PIT W-ID/LD	397	146.500	EA	58160.50
S5396115239001	ADPTR TRPL 520-520C BLK	195	0.930	EA	181.35
SP-R1X9XX2GXB1ZXSC	1-1/2 R2 CHMBR CUST 20' TRPL PWC	109	557.460	EA	60763.14
SP-R2X9XX2GXB1ZXSC	2" R2 CHMBR 20' TRPL CUST PWC	22	601.010	EA	13222.22
SP-T3X9XX2GXB1ZXSC	3" T2 OMNI CHMBR 20' TRPL CUST PWC	2	990.614	EA	1981.23
SP-T4X9XX2GXB1ZXSC	4" T2 OMNI CHMBR 20" TRPL CUST PWC	6	1010.455	EA	6062.73
SP-T6X9XX2GXB1ZXSC	6" OMNI T2 CHMBR 20" TRPL CUST PWC	1	1876.519	EA	1876.52
SP-T8X9XX2GXB1ZSC	8" T2 OMNI CHMBR 20" TRPL CUST PWC	3	2792.011	EA	8376.03

Net Total:	$227528.91
Tax:	$15927.03
Freight:	$0.00
Total:	$243455.94

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2719&on=102729

March 23, 2026

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Ferguson Enterprises as the sole Authorized Distributor of Sensus products for the state of North Carolina. Fayetteville PWC cannot purchase Sensus products from any other Sensus distributor partner other than Ferguson. Contractually, no other Sensus distributor partner is allowed to sell products outside of their territory. Ferguson is the sole reseller for Sensus products in North Carolina. Please contact Ferguson Enterprises for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist
Sensus, Xylem Brand

Trena Simmons
639 Davis Drive
Morrisville, NC 27560 USA
T: 919.538.2098
trena.simmons@xylem.com
sensus.com

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** July 6, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the construction award for the Lift Station 33 Cargill Lift Station Structural Repair (PWC2526102)

BID/PROJECT NAME: Lift Station 33 Cargill Lift Station Structural Repair

BID DATE: June 18, 2026 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 002.0160.0435.2613915-02.800050..CPR1000390

CONFORMING BIDDERS	**TOTAL PRICE**
Charles R. Underwood, Inc., Sanford, NC	$595,535.25
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$927,000.00
T.A. Loving Company, Goldsboro, NC	$958,917.00

AWARD RECOMMENDED TO: Charles R. Underwood, Inc., Sanford, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on May 28, 2026, with a bid opening date of June 18, 2026. Bids were solicited from three (3) vendors, and three (3) were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
LIFT STATION 33 CARGILL
LIFT STATION
STRUCTURAL REPAIR
BID DATE: June 18, 2026

Advertisement

1.	PWC Website	05/28/2026 through 06/18/2026
2.	Addendum 1	05/29/2026
3.	Addendum 2	06/04/2026
4.	Addendum 3	06/10/2026

List of Prospective Bidders Notified of Bid

1. T.A. Loving Company, Goldsboro, NC
2. Burnette Enterprises of Wilmington, Inc., Wilmington, NC
3. Charles R. Underwood, Inc., Sanford, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

Media

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

SDBE / SLS Participation

Charles Underwood Inc. is not a small local business. Within the bid submittal, the contractor has identified Titan Services & Equipment Repair for subcontracting.

Titan Services & Equipment Repair is not a certified Small Local Supplier (SLS) or local business. The contractor has indicated an anticipated 20% subcontracting participation with this firm.

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** June 8, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the purchase award recommendation for Relay Control Switchboards (PWC2526085)

BID/PROJECT NAME: Relay Control Switchboards

BID DATE: May 7, 2026 **DEPARTMENT:** Electric System Support

BUDGET INFORMATION: 103.0000.0802.WO00000.00.353000.CPR1000541

CONFORMING BIDDERS	TOTAL PRICE
Schweitzer Engineering Laboratories, Inc., Pullman, Washington	$595,698.00
Electrical Power Products, Inc., Des Moines, Iowa	$685,388.00
Border States Industries, Inc., Fargo, North Dakota	$692,690.00

AWARD RECOMMENDED TO: Schweitzer Engineering Laboratories, Inc., Pullman, Washington

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interests of PWC.

COMMENTS: The bid notice was advertised through our usual channels on April 16, 2026, with a bid opening date of May 7, 2026. Bids were solicited from eleven (11) vendors, and three (3) bids were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECT

BID HISTORY
RELAY CONTROL
SWITCHBOARDS
BID DATE: May 7, 2026

Advertisement

1.	PWC Website	4/16/26 through 5/7/26
2.	Addendum 1	4/30/26
3.	Addendum 2	5/4/26

List of Prospective Bidders Notified of Bid

1. Birmingham Control Systems, Birmingham, Alabama
2. AZZ/PEI., Millington, MD
3. Electrical Power Products Inc., Des Moines, Iowa
4. Kemco Industries, Inc., Sanford, Florida
5. Keystone Electrical Manufacturing Company, Des Moines, Iowa
6. Jake Rudisill Associates, Inc., Lisa Ellison
7. Lekson Associates, Inc., Kevin Dyson
8. Schweitzer Engineering Laboratories, Inc., Pullman, Washington
9. WESCO, Richmond, Virginia
10. KVA, Inc., Greer, South Carolina
11. Atlantic Power Sales, LLC, Gastonia, NC
12. Border States Industries, Fargo, North Dakota

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs
NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC

National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

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

SDBE / SLS Participation

Schweitzer Engineering Laboratories, Inc., Pullman, WA, is not a small local or SDBE business. Schweitzer Engineering Laboratories, Inc to self-perform this project.

PUBLIC WORKS COMMISSION
ACTION REQUEST FORM

TO: Timothy L. Bryant, CEO/General Manager **DATE:** July 9, 2026

FROM: Candice Kirtz, Director of Supply Chain

ACTION REQUESTED: Approve the construction award for the Ames Street 24-Inch Valve Replacement (PWC2526093- Readvertisement)

BID/PROJECT NAME: Ames Street 24-Inch Valve Replacement

BID DATE: July 7, 2026 **DEPARTMENT:** Water Resources Engineering

BUDGET INFORMATION: 217.0000.0435.2610760-07. 700030.. CPR100088

CONFORMING BIDDERS	**TOTAL PRICE**
T.A. Loving Company, Goldsboro, NC	$534,750.00
Burnette Enterprises of Wilmington, Inc., Wilmington, NC	$725,120.00

AWARD RECOMMENDED TO: T.A. Loving Company, Goldsboro, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our normal channels on June 06, 2026, with a bid opening date of July 7, 2026. Bids were solicited from two (2) vendors and two (2) were received.

ACTION BY COMMISSION
APPROVED_____REJECTED_____
DATE_____

ACTION BY COUNCIL
APPROVED_____REJECTED_____
DATE_____

BID HISTORY
AMES STREET 24-INCH
VALVE REPLACEMENT
BID DATE: July 7, 2026

Advertisement

1.	PWC Website	06/02/2026 through 07/7/2026
2.	Addendum 1	06/18/2026
3.	Addendum 2	06/25/2026

List of Prospective Bidders Notified of Bid

1. T.A. Loving Company, Goldsboro, NC
2. Burnette Enterprises of Wilmington, Inc., Wilmington, NC

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

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

Local Business and Community Programs
FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

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

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

SDBE / SLS Participation

T. A. Loving Company, of Goldsboro, North Carolina is not a small local or SDBE business. T. A. Loving Company anticipates $8,000.00 in SDBE Spend.

Public Works Commission
Bad Debt Report

Reporting Period:	**Jun-26**
Dates Covered:	**Mar-26**

Beginning Net YTD Bad Debt Writeoffs	1,237,645.80
Amount to Bad Debt this Period	187,227.43
Recovered this Period	(53,824.05)
Ending Net YTD Bad Debt Writeoffs	1,371,049.18
Total Accounts Written of this Period	

ANALYSIS OF UNCOLLECTABLE ACCOUNTS:

RESIDENTIAL ACCOUNTS:

205	Accounts $250.00 or less	23,578.74	
101	Accounts $250.01 to $500.00	35,163.70	
88	Accounts OVER $500.00	89,029.68	
394	**TOTAL RESIDENTIAL:**	**147,772.12**	-

NON RESIDENTIAL ACCOUNTS:

9	Accounts $500.00 or less	1,519.95	
11	Accounts over $500.00	37,935.36	
20	**TOTAL NON RESIDENTIAL:**	**39,455.31**	-

Approved to be placed in the uncollectibles:

R Graham
Rhonda Graham (Jul 14, 2026 21:15:36 EDT)

Rhonda Graham, CFO

Fayetteville PWC Investments
Portfolio Management
Portfolio Summary
June 30, 2026

Fayetteville PWC
955 Old Wilmington Road
Fayetteville, NC 28301

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Federal Agency Coupon Securities	202,550,000.00	198,929,347.76	202,030,661.63	33.97	1,908	1,217	3.425	3.473
NCCMT Government	377,611,644.95	377,611,644.95	377,611,644.95	63.49	1	1	3.506	3.554
Wells Fargo Interest-Bearing Ckg	15,117,471.14	15,117,471.14	15,117,471.14	2.54	1	1	1.598	1.620
Investments	**595,279,116.09**	**591,658,463.85**	**594,759,777.72**	**100.00%**	**649**	**414**	**3.430**	**3.477**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	1,729,671.04	19,083,264.89	19,083,264.89
Average Daily Balance	**601,547,818.53**	**548,148,337.66**	
Effective Rate of Return	**3.50%**	**3.48%**	

R Graham
Rhonda Graham (Jul 8, 2026 08:10:39 EDT) 07/08/2026

Rhonda Graham, Chief Financial Officer

Fayetteville PWC Investments
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Agency Coupon Securities													
3133ELEH3	200114	FFCB		12/30/2019	1,400,000.00	1,327,348.40	1,398,076.52	2.000	901	2.061	1,011.11	-70,728.12	12/18/2028
3133ELEH3	200115	FFCB		12/30/2019	600,000.00	568,863.60	599,175.65	2.000	901	2.061	433.33	-30,312.05	12/18/2028
3133ELD84	200147	FFCB		06/03/2020	2,100,000.00	1,874,838.00	2,100,000.00	1.280	1433	1.280	2,090.67	-225,162.00	06/03/2030
3133ELD84	200148	FFCB		06/03/2020	900,000.00	803,502.00	900,000.00	1.280	1433	1.280	896.00	-96,498.00	06/03/2030
3133ELB86	200153	FFCB		06/08/2020	1,400,000.00	1,258,990.60	1,397,256.55	1.400	1427	1.454	1,796.67	-138,265.95	05/28/2030
3133ELB86	200154	FFCB		06/08/2020	600,000.00	539,567.40	598,824.23	1.400	1427	1.454	770.00	-59,256.83	05/28/2030
3133ELA20	200155	FFCB		06/08/2020	1,400,000.00	1,320,684.40	1,398,328.10	1.060	695	1.125	1,442.78	-77,643.70	05/26/2028
3133ELA20	200156	FFCB		06/08/2020	600,000.00	566,007.60	599,283.47	1.060	695	1.125	618.33	-33,275.87	05/26/2028
3133EL3Y8	210025	FFCB		08/26/2020	1,330,000.00	1,324,976.59	1,329,960.97	0.670	43	0.695	3,415.88	-4,984.38	08/13/2026
3133EL3Y8	210026	FFCB		08/26/2020	570,000.00	567,847.11	569,983.27	0.670	43	0.695	1,463.95	-2,136.16	08/13/2026
3133ELPV0	210048	FFCB		10/20/2020	1,193,500.00	1,173,387.14	1,199,573.94	1.530	244	0.750	6,036.16	-26,186.80	03/02/2027
3133ELPV0	210049	FFCB		10/20/2020	511,500.00	502,880.20	514,103.12	1.530	244	0.750	2,586.99	-11,222.92	03/02/2027
3133ELMB7	210066	FFCB		11/23/2020	1,750,000.00	1,624,910.00	1,788,651.02	2.120	1315	1.460	15,046.11	-163,741.02	02/05/2030
3133ELMB7	210067	FFCB		11/23/2020	750,000.00	696,390.00	766,564.72	2.120	1315	1.460	6,448.33	-70,174.72	02/05/2030
3133EMRD6	210087	FFCB		02/26/2021	1,050,000.00	970,164.30	1,043,085.37	1.140	961	1.406	4,488.75	-72,921.07	02/16/2029
3133EMRD6	210088	FFCB		02/26/2021	450,000.00	415,784.70	447,036.59	1.140	961	1.406	1,923.75	-31,251.89	02/16/2029
3133EMN65	220018	FFCB		08/02/2021	2,100,000.00	1,941,219.00	2,103,991.77	1.610	1101	1.542	16,435.42	-162,772.77	07/06/2029
3133EMN65	220019	FFCB		08/02/2021	900,000.00	831,951.00	901,710.76	1.610	1101	1.542	7,043.75	-69,759.76	07/06/2029
3133EMWN8	220022	FFCB		08/26/2021	1,050,000.00	981,034.95	1,052,460.50	1.700	1023	1.610	3,570.00	-71,425.55	04/19/2029
3133EMWN8	220023	FFCB		08/26/2021	450,000.00	420,443.55	451,054.50	1.700	1023	1.610	1,530.00	-30,610.95	04/19/2029
3133EMVH2	220031	FFCB		09/15/2021	700,000.00	667,444.40	701,114.73	1.570	644	1.474	2,625.39	-33,670.33	04/05/2028
3133EMVH2	220032	FFCB		09/15/2021	300,000.00	286,047.60	300,477.74	1.570	644	1.474	1,125.17	-14,430.14	04/05/2028
3133ENEM8	220054	FFCB		11/23/2021	3,000,000.00	2,969,733.00	2,999,772.33	1.430	145	1.450	4,528.33	-30,039.33	11/23/2026
3133ENEM8	220055	FFCB		11/23/2021	1,000,000.00	989,911.00	999,924.11	1.430	145	1.450	1,509.44	-10,013.11	11/23/2026
3133ENEM8	220056	FFCB		11/23/2021	700,000.00	692,937.70	699,946.88	1.430	145	1.450	1,056.61	-7,009.18	11/23/2026
3133ENEM8	220057	FFCB		11/23/2021	300,000.00	296,973.30	299,977.23	1.430	145	1.450	452.83	-3,003.93	11/23/2026
3133ENUV0	240018	FFCB		10/05/2023	1,050,000.00	1,019,399.85	979,891.70	4.000	2119	5.455	8,400.00	39,508.15	04/19/2032
3133ENUV0	240019	FFCB		10/05/2023	450,000.00	436,885.65	419,953.58	4.000	2119	5.455	3,600.00	16,932.07	04/19/2032
3133ETWD5	260010	FFCB		09/08/2025	1,500,000.00	1,491,555.00	1,500,000.00	4.070	975	4.069	20,180.42	-8,445.00	03/02/2029
3133ETWD5	260011	FFCB		09/08/2025	1,500,000.00	1,491,555.00	1,500,000.00	4.070	975	4.069	20,180.42	-8,445.00	03/02/2029
3133ETYP6	260020	FFCB		09/19/2025	1,000,000.00	990,817.00	998,525.40	4.970	3365	4.990	14,357.78	-7,708.40	09/17/2035
3133ETYP6	260021	FFCB		09/19/2025	1,000,000.00	990,817.00	998,525.40	4.970	3365	4.990	14,357.78	-7,708.40	09/17/2035
3133ETZQ3	260022	FFCB		09/24/2025	750,000.00	745,504.50	750,000.00	4.940	2823	4.940	9,982.92	-4,495.50	03/24/2034
3133ETZQ3	260023	FFCB		09/24/2025	750,000.00	745,504.50	750,000.00	4.940	2823	4.940	9,982.92	-4,495.50	03/24/2034
3133ETB22	260026	FFCB		10/10/2025	1,500,000.00	1,492,885.50	1,499,525.70	3.730	456	3.756	14,142.92	-6,640.20	09/30/2027
3133ETB22	260027	FFCB		10/10/2025	1,500,000.00	1,492,885.50	1,499,525.70	3.730	456	3.756	14,142.92	-6,640.20	09/30/2027

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Agency Coupon Securities													
3133ETB22	260028	FFCB		10/10/2025	3,000,000.00	2,985,771.00	2,999,051.41	3.730	456	3.756	28,285.83	-13,280.41	09/30/2027
3133ETB22	260029	FFCB		10/10/2025	3,000,000.00	2,985,771.00	2,999,051.41	3.730	456	3.756	28,285.83	-13,280.41	09/30/2027
3133ETF69	260030	FFCB		10/15/2025	1,000,000.00	990,881.00	1,000,000.00	3.950	1202	3.950	8,338.89	-9,119.00	10/15/2029
3133ETF69	260031	FFCB		10/15/2025	1,000,000.00	990,881.00	1,000,000.00	3.950	1202	3.950	8,338.89	-9,119.00	10/15/2029
3133ETK63	260036	FFCB		12/03/2025	1,000,000.00	996,054.00	999,530.77	4.990	3218	4.996	9,425.56	-3,476.77	04/23/2035
3133ETK63	260037	FFCB		12/03/2025	1,000,000.00	996,054.00	999,530.77	4.990	3218	4.996	9,425.56	-3,476.77	04/23/2035
3133ET2J5	260038	FFCB		12/03/2025	1,000,000.00	990,354.00	999,395.12	3.970	881	3.996	3,639.17	-9,041.12	11/28/2028
3133ET2J5	260039	FFCB		12/03/2025	1,000,000.00	990,354.00	999,395.12	3.970	881	3.996	3,639.17	-9,041.12	11/28/2028
3133ET2L0	260040	FFCB		12/03/2025	970,000.00	958,460.88	969,392.79	3.875	1066	3.898	3,132.29	-10,931.91	06/01/2029
3133ET2L0	260041	FFCB		12/03/2025	970,000.00	958,460.88	969,392.79	3.875	1066	3.898	3,132.29	-10,931.91	06/01/2029
3133ETW29	260051	FFCB		12/19/2025	1,000,000.00	991,350.00	1,000,000.00	4.170	1510	4.170	15,290.00	-8,650.00	08/19/2030
3133ETW29	260052	FFCB		12/19/2025	1,000,000.00	991,350.00	1,000,000.00	4.170	1510	4.170	15,290.00	-8,650.00	08/19/2030
3133EWFG0	260057	FFCB		02/27/2026	2,000,000.00	1,969,496.00	2,000,000.00	4.350	2067	4.350	29,966.67	-30,504.00	02/27/2032
3133EWFG0	260058	FFCB		02/27/2026	2,000,000.00	1,969,496.00	2,000,000.00	4.350	2067	4.350	29,966.67	-30,504.00	02/27/2032
3133EWCZ1	260061	FFCB		03/05/2026	1,094,000.00	1,077,475.13	1,092,344.30	3.720	957	3.781	13,113.42	-14,869.17	02/12/2029
3133EWCZ1	260062	FFCB		03/05/2026	1,094,000.00	1,077,475.13	1,092,344.30	3.720	957	3.781	13,113.41	-14,869.17	02/12/2029
3133EWDC1	260063	FFCB		03/06/2026	1,500,000.00	1,487,524.50	1,499,144.69	4.480	2234	4.490	21,466.67	-11,620.19	08/12/2032
3133EWDC1	260064	FFCB		03/06/2026	1,500,000.00	1,487,524.50	1,499,144.69	4.480	2234	4.490	21,466.67	-11,620.19	08/12/2032
3133EWHS2	260069	FFCB		03/18/2026	1,200,000.00	1,196,836.80	1,200,000.00	4.540	2087	4.540	15,587.33	-3,163.20	03/18/2032
3133EWHS2	260070	FFCB		03/18/2026	1,800,000.00	1,795,255.20	1,800,000.00	4.540	2087	4.540	23,381.00	-4,744.80	03/18/2032
3133EWGW4	260071	FFCB		03/23/2026	2,000,000.00	1,980,736.00	1,988,231.48	3.500	595	3.880	19,055.56	-7,495.48	02/16/2028
3133EWEM8	260072	FFCB		03/23/2026	1,000,000.00	988,891.00	991,177.95	3.375	603	3.935	9,187.50	-2,286.95	02/24/2028
3133EWEM8	260073	FFCB		03/23/2026	1,000,000.00	988,891.00	991,177.95	3.375	603	3.935	9,187.50	-2,286.95	02/24/2028
3133ETCM7	260074	FFCB		03/27/2026	2,716,000.00	2,707,689.04	2,711,100.91	3.980	470	4.125	23,120.70	-3,411.87	10/14/2027
3133ETCM7	260075	FFCB		03/27/2026	2,716,000.00	2,707,689.04	2,711,100.91	3.980	470	4.125	23,120.70	-3,411.87	10/14/2027
3133EWJQ4	260076	FFCB		03/27/2026	400,000.00	400,462.80	400,000.00	4.390	1000	4.390	4,585.11	462.80	03/27/2029
3133EWJQ4	260077	FFCB		03/27/2026	600,000.00	600,694.20	600,000.00	4.390	1000	4.390	6,877.67	694.20	03/27/2029
3133EWLM0	260082	FFCB		04/17/2026	800,000.00	793,625.60	799,722.27	4.210	1384	4.219	6,923.11	-6,096.67	04/15/2030
3133EWLM0	260083	FFCB		04/17/2026	1,200,000.00	1,190,438.40	1,199,583.40	4.210	1384	4.219	10,384.66	-9,145.00	04/15/2030
3133EWEE6	260090	FFCB		05/06/2026	1,000,000.00	985,846.00	987,761.41	4.500	2613	4.703	6,875.00	-1,915.41	08/26/2033
3133EWEE6	260091	FFCB		05/06/2026	2,000,000.00	1,971,692.00	1,975,522.81	4.500	2613	4.703	13,750.00	-3,830.81	08/26/2033
3133EWQR4	260096	FFCB		05/22/2026	500,000.00	498,515.50	498,881.89	4.125	1056	4.208	2,234.38	-366.39	05/22/2029
3133EWQR4	260097	FFCB		05/22/2026	1,000,000.00	997,031.00	997,763.78	4.125	1056	4.208	4,468.75	-732.78	05/22/2029
3133EWRX0	260098	FFCB		06/02/2026	1,000,000.00	998,011.00	1,000,000.00	4.970	2528	4.970	4,003.61	-1,989.00	06/02/2033
3133EWRX0	260099	FFCB		06/02/2026	1,000,000.00	998,011.00	1,000,000.00	4.970	2528	4.970	4,003.61	-1,989.00	06/02/2033
3133EWTJ9	260104	FFCB		06/22/2026	1,500,000.00	1,496,715.00	1,500,000.00	5.000	3278	5.000	1,875.00	-3,285.00	06/22/2035

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Federal Agency Coupon Securities													
3133EWTJ9	260105	FFCB		06/22/2026	1,500,000.00	1,496,715.00	1,500,000.00	5.000	3278	5.000	1,875.00	-3,285.00	06/22/2035
3133EWUL2	260106	FFCB		06/29/2026	800,000.00	798,825.60	800,000.00	4.310	1094	4.310	191.56	-1,174.40	06/29/2029
3133EWUL2	260107	FFCB		06/29/2026	1,200,000.00	1,198,238.40	1,200,000.00	4.310	1094	4.310	287.33	-1,761.60	06/29/2029
313381FD2	200006	FHLB		07/11/2019	3,500,000.00	3,415,275.50	3,509,121.48	2.500	527	2.300	5,104.17	-93,845.98	12/10/2027
313381FD2	200007	FHLB		07/11/2019	1,500,000.00	1,463,689.50	1,503,909.21	2.500	527	2.300	2,187.50	-40,219.71	12/10/2027
3130AJNT2	200159	FHLB		06/10/2020	2,100,000.00	2,043,216.00	2,098,970.80	1.070	338	1.125	1,685.25	-55,754.80	06/04/2027
3130AJNT2	200160	FHLB		06/10/2020	900,000.00	875,664.00	899,558.91	1.070	338	1.125	722.25	-23,894.91	06/04/2027
3130A2VE3	210019	FHLB		08/19/2020	735,000.00	733,628.49	738,235.29	3.000	72	0.685	6,737.50	-4,606.80	09/11/2026
3130A2VE3	210020	FHLB		08/19/2020	315,000.00	314,412.21	316,386.55	3.000	72	0.685	2,887.50	-1,974.34	09/11/2026
3130AJXH7	210027	FHLB		08/26/2020	2,100,000.00	2,025,237.90	2,099,015.32	0.825	412	0.867	6,448.75	-73,777.42	08/17/2027
3130AJXH7	210028	FHLB		08/26/2020	900,000.00	867,959.10	899,577.99	0.825	412	0.867	2,763.75	-31,618.89	08/17/2027
3130AK2B1	210034	FHLB		09/08/2020	1,400,000.00	1,369,516.40	1,399,815.28	0.800	250	0.819	3,515.56	-30,298.88	03/08/2027
3130AK2B1	210035	FHLB		09/08/2020	600,000.00	586,935.60	599,920.83	0.800	250	0.819	1,506.67	-12,985.23	03/08/2027
3130AHY49	210053	FHLB		11/02/2020	700,000.00	691,667.20	702,434.38	2.000	210	1.363	5,988.89	-10,767.18	01/27/2027
3130AHY49	210054	FHLB		11/02/2020	300,000.00	296,428.80	301,043.31	2.000	210	1.363	2,566.67	-4,614.51	01/27/2027
3130ALER1	210085	FHLB		02/26/2021	1,050,000.00	983,439.45	1,046,236.11	1.125	786	1.300	196.93	-62,796.66	08/25/2028
3130ALER1	210086	FHLB		02/26/2021	450,000.00	421,474.05	448,386.90	1.125	786	1.300	84.96	-26,912.85	08/25/2028
3130AMAD4	210097	FHLB		05/12/2021	1,400,000.00	1,385,056.40	1,399,814.75	1.100	134	1.137	2,096.11	-14,758.35	11/12/2026
3130AMAD4	210098	FHLB		05/12/2021	600,000.00	593,595.60	599,920.61	1.100	134	1.137	898.33	-6,325.01	11/12/2026
3130AMFJ6	210101	FHLB		05/17/2021	1,050,000.00	1,031,587.20	1,050,000.00	2.000	320	1.333	2,566.67	-18,412.80	05/17/2027
3130AMFJ6	210102	FHLB		05/17/2021	450,000.00	442,108.80	450,000.00	2.000	320	1.333	1,100.00	-7,891.20	05/17/2027
3130AMJ86	210104	FHLB		05/27/2021	1,050,000.00	988,501.50	1,050,000.00	3.000	1791	2.125	2,975.00	-61,498.50	05/27/2031
3130AMJ86	210105	FHLB		05/27/2021	450,000.00	423,643.50	450,000.00	3.000	1791	2.076	1,275.00	-26,356.50	05/27/2031
3130AMZG0	220005	FHLB		07/15/2021	700,000.00	699,561.80	700,000.00	2.250	14	1.250	-12,862.50	-438.20	07/15/2026
3130AMZG0	220006	FHLB		07/15/2021	300,000.00	299,812.20	300,000.00	2.250	14	1.250	3,112.50	-187.80	07/15/2026
3130ANCS7	220012	FHLB		07/28/2021	1,050,000.00	1,017,187.50	1,050,000.00	2.000	758	1.392	8,925.00	-32,812.50	07/28/2028
3130ANCS7	220013	FHLB		07/28/2021	450,000.00	435,937.50	450,000.00	2.000	758	1.392	3,825.00	-14,062.50	07/28/2028
3130ANP20	220024	FHLB		08/26/2021	1,050,000.00	967,617.00	1,050,000.00	2.000	1882	1.700	7,291.67	-82,383.00	08/26/2031
3130ANP20	220025	FHLB		08/26/2021	450,000.00	414,693.00	450,000.00	2.000	1882	1.700	3,125.00	-35,307.00	08/26/2031
3130ANHD5	220026	FHLB		08/26/2021	770,000.00	768,910.45	770,000.00	3.000	56	1.350	8,020.83	-1,089.55	08/26/2026
3130ANHD5	220027	FHLB		08/26/2021	330,000.00	329,533.05	330,000.00	3.000	56	1.350	3,437.50	-466.95	08/26/2026
3130ANUG3	220033	FHLB		09/15/2021	910,000.00	904,826.65	910,000.00	1.150	76	1.020	3,081.36	-5,173.35	09/15/2026
3130ANUG3	220034	FHLB		09/15/2021	390,000.00	387,782.85	390,000.00	1.150	76	1.020	1,320.58	-2,217.15	09/15/2026
3130APGX7	240012	FHLB		09/11/2023	350,000.00	328,466.60	327,231.43	1.530	848	4.720	966.88	1,235.17	10/26/2028
3130APGX7	240013	FHLB		09/11/2023	150,000.00	140,771.40	140,242.04	1.530	848	4.720	414.38	529.36	10/26/2028
3130B0WC9	240026	FHLB		04/12/2024	1,000,000.00	1,002,907.00	1,000,000.00	5.100	1743	5.100	11,616.67	2,907.00	04/09/2031

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Agency Coupon Securities													
3130B0WC9	240027	FHLB		04/12/2024	1,000,000.00	1,002,907.00	1,000,000.00	5.100	1743	5.100	11,616.67	2,907.00	04/09/2031
3130B0WB1	240031	FHLB		04/16/2024	1,000,000.00	999,955.00	1,000,000.00	5.000	838	5.000	10,416.67	-45.00	10/16/2028
3130B0WB1	240032	FHLB		04/16/2024	2,000,000.00	1,999,910.00	2,000,000.00	5.000	838	5.000	20,833.33	-90.00	10/16/2028
3130B03Q0	240033	FHLB		04/12/2024	600,000.00	601,339.80	591,614.35	4.375	1717	4.725	7,802.08	9,725.45	03/14/2031
3130AMPE6	240034	FHLB		04/19/2024	1,000,000.00	963,354.00	928,965.22	2.500	1251	3.554	1,944.44	34,388.78	12/03/2029
3130AMPE6	240035	FHLB		04/19/2024	1,000,000.00	963,354.00	928,965.22	2.500	1251	3.554	1,944.44	34,388.78	12/03/2029
3130B3EX7	250012	FHLB		10/28/2024	500,000.00	490,234.00	500,000.00	4.550	3040	4.550	4,044.44	-9,766.00	10/27/2034
3130B3EX7	250013	FHLB		10/28/2024	500,000.00	490,234.00	500,000.00	4.550	3040	4.550	4,044.45	-9,766.00	10/27/2034
3130B6UE4	260000	FHLB		07/16/2025	500,000.00	496,979.50	500,000.00	5.050	3302	5.050	11,572.92	-3,020.50	07/16/2035
3130B6UE4	260001	FHLB		07/16/2025	500,000.00	496,979.50	500,000.00	5.050	3302	5.050	11,572.92	-3,020.50	07/16/2035
3130B6UG9	260002	FHLB		07/17/2025	587,500.00	585,792.73	587,367.16	4.970	3303	4.973	13,301.65	-1,574.43	07/17/2035
3130B6UG9	260003	FHLB		07/17/2025	587,500.00	585,792.73	587,367.16	4.970	3303	4.973	13,301.66	-1,574.43	07/17/2035
3130B7NH3	260008	FHLB		09/05/2025	1,250,000.00	1,232,111.25	1,250,000.00	4.000	1527	4.000	16,111.11	-17,888.75	09/05/2030
3130B7NH3	260009	FHLB		09/05/2025	1,250,000.00	1,232,111.25	1,250,000.00	4.000	1527	4.000	16,111.11	-17,888.75	09/05/2030
3130B7JS4	260012	FHLB		09/08/2025	1,417,500.00	1,409,717.93	1,417,500.00	4.050	1239	4.050	6,378.75	-7,782.07	11/21/2029
3130B7JS4	260013	FHLB		09/08/2025	1,417,500.00	1,409,717.93	1,417,500.00	4.050	1239	4.050	6,378.76	-7,782.07	11/21/2029
3130B7LB8	260016	FHLB		09/10/2025	1,250,000.00	1,231,960.00	1,250,000.00	3.940	1167	3.940	15,185.42	-18,040.00	09/10/2029
3130B7LB8	260017	FHLB		09/10/2025	1,250,000.00	1,231,960.00	1,250,000.00	3.940	1167	3.940	15,185.42	-18,040.00	09/10/2029
3130B7LB8	260018	FHLB		09/10/2025	2,500,000.00	2,463,920.00	2,500,000.00	3.940	1167	3.940	30,370.83	-36,080.00	09/10/2029
3130B7LB8	260019	FHLB		09/10/2025	750,000.00	739,176.00	750,000.00	3.940	1167	3.940	9,111.25	-10,824.00	09/10/2029
3130B7X74	260024	FHLB		10/07/2025	1,500,000.00	1,476,508.50	1,500,000.00	3.950	1559	3.950	13,825.00	-23,491.50	10/07/2030
3130B7X74	260025	FHLB		10/07/2025	1,500,000.00	1,476,508.50	1,500,000.00	3.950	1559	3.950	13,825.00	-23,491.50	10/07/2030
3130B8KB7	260032	FHLB		11/14/2025	550,000.00	536,314.90	547,484.67	3.875	2354	3.956	1,243.22	-11,169.77	12/10/2032
3130B8KB7	260033	FHLB		11/14/2025	550,000.00	536,314.90	547,484.66	3.875	2354	3.956	1,243.23	-11,169.76	12/10/2032
3130B8KB7	260034	FHLB		11/14/2025	625,000.00	609,448.75	622,156.49	3.875	2354	3.956	1,412.76	-12,707.74	12/10/2032
3130B8KB7	260035	FHLB		11/14/2025	625,000.00	609,448.75	622,156.49	3.875	2354	3.956	1,412.76	-12,707.74	12/10/2032
3130B8SB9	260042	FHLB		12/04/2025	1,000,000.00	987,217.00	1,000,000.00	4.000	1617	4.000	3,000.00	-12,783.00	12/04/2030
3130B8SB9	260043	FHLB		12/04/2025	1,000,000.00	987,217.00	1,000,000.00	4.000	1617	4.000	3,000.00	-12,783.00	12/04/2030
3130B8NK4	260044	FHLB		12/04/2025	1,000,000.00	985,061.00	1,000,000.00	4.230	1799	4.230	3,172.50	-14,939.00	06/04/2031
3130B8NK4	260045	FHLB		12/04/2025	1,000,000.00	985,061.00	1,000,000.00	4.230	1799	4.230	3,172.50	-14,939.00	06/04/2031
3130B8SV5	260049	FHLB		12/17/2025	1,000,000.00	990,047.00	1,000,000.00	4.200	1618	4.200	3,033.33	-9,953.00	12/05/2030
3130B8SV5	260050	FHLB		12/17/2025	1,000,000.00	990,047.00	1,000,000.00	4.200	1618	4.200	3,033.33	-9,953.00	12/05/2030
3130B9GW4	260053	FHLB		02/25/2026	1,000,000.00	983,842.00	1,000,000.00	4.600	2795	4.599	16,100.00	-16,158.00	02/24/2034
3130B9GW4	260054	FHLB		02/25/2026	1,000,000.00	983,842.00	1,000,000.00	4.600	2795	4.599	16,100.00	-16,158.00	02/24/2034
3130B9MD9	260059	FHLB		03/04/2026	1,000,000.00	990,471.00	1,000,000.00	4.444	2438	4.444	14,443.00	-9,529.00	03/04/2033
3130B9MD9	260060	FHLB		03/04/2026	2,000,000.00	1,980,942.00	2,000,000.00	4.444	2438	4.444	28,886.00	-19,058.00	03/04/2033

Fayetteville PWC Investments
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Agency Coupon Securities													
3130B9S27	260065	FHLB		03/09/2026	2,500,000.00	2,490,652.50	2,500,000.00	3.900	617	3.900	30,333.33	-9,347.50	03/09/2028
3130B9S27	260066	FHLB		03/09/2026	2,500,000.00	2,490,652.50	2,500,000.00	3.900	617	3.900	30,333.33	-9,347.50	03/09/2028
3130B9SQ4	260067	FHLB		03/10/2026	1,000,000.00	981,564.00	1,000,000.00	5.000	3540	5.000	15,416.67	-18,436.00	03/10/2036
3130B9SQ4	260068	FHLB		03/10/2026	1,000,000.00	981,564.00	1,000,000.00	5.000	3540	5.000	15,416.67	-18,436.00	03/10/2036
3130B9XN5	260078	FHLB		03/30/2026	1,000,000.00	999,134.00	1,000,000.00	4.550	1721	4.550	11,501.39	-866.00	03/18/2031
3130B9XN5	260079	FHLB		03/30/2026	1,500,000.00	1,498,701.00	1,500,000.00	4.550	1721	4.550	17,252.08	-1,299.00	03/18/2031
3130B9KV1	260080	FHLB		04/10/2026	1,000,000.00	984,421.00	991,922.25	4.550	2988	4.669	10,237.50	-7,501.25	09/05/2034
3130B9KV1	260081	FHLB		04/10/2026	1,000,000.00	984,421.00	991,922.25	4.550	2988	4.669	10,237.50	-7,501.25	09/05/2034
3130BAAH0	260084	FHLB		04/21/2026	3,000,000.00	2,963,952.00	3,000,000.00	4.940	2851	4.940	28,816.67	-36,048.00	04/21/2034
3130BAJL2	260085	FHLB		04/28/2026	1,000,000.00	990,509.00	1,000,000.00	4.160	1945	4.160	7,280.00	-9,491.00	10/28/2031
3130BAJL2	260086	FHLB		04/28/2026	2,000,000.00	1,981,018.00	2,000,000.00	4.160	1945	4.160	14,560.00	-18,982.00	10/28/2031
3130BAHV2	260087	FHLB		04/30/2026	1,000,000.00	992,842.00	1,000,000.00	4.000	944	4.001	6,777.78	-7,158.00	01/30/2029
3130BAHV2	260088	FHLB		04/30/2026	1,000,000.00	992,842.00	1,000,000.00	4.000	944	4.001	6,777.78	-7,158.00	01/30/2029
3130BALN5	260089	FHLB		05/04/2026	1,500,000.00	1,492,266.00	1,500,000.00	4.300	1038	4.300	10,212.50	-7,734.00	05/04/2029
3130BAQG5	260092	FHLB		05/18/2026	1,000,000.00	998,828.00	1,000,000.00	4.020	505	4.020	4,801.67	-1,172.00	11/18/2027
3130BAQG5	260093	FHLB		05/18/2026	2,000,000.00	1,997,656.00	2,000,000.00	4.020	505	4.020	9,603.33	-2,344.00	11/18/2027
3130BAUZ8	260094	FHLB		05/26/2026	500,000.00	499,386.00	500,000.00	3.875	329	3.875	1,883.68	-614.00	05/26/2027
3130BAUZ8	260095	FHLB		05/26/2026	1,000,000.00	998,772.00	1,000,000.00	3.875	329	3.875	3,767.36	-1,228.00	05/26/2027
3130AQLJ0	260100	FHLB		06/11/2026	4,000,000.00	3,947,124.00	3,951,122.47	1.700	211	3.869	3,777.77	-3,998.47	01/28/2027
3130AQLJ0	260101	FHLB		06/11/2026	6,000,000.00	5,920,686.00	5,926,683.70	1.700	211	3.869	5,666.67	-5,997.70	01/28/2027
3130AQW33	260102	FHLB		06/11/2026	1,500,000.00	1,480,747.50	1,482,414.49	2.020	238	3.870	1,683.34	-1,666.99	02/24/2027
3130AQW33	260103	FHLB		06/11/2026	3,500,000.00	3,455,077.50	3,458,967.13	2.020	238	3.870	3,927.78	-3,889.63	02/24/2027
3130BBAV7	260108	FHLB		06/29/2026	1,500,000.00	1,499,640.00	1,500,000.00	4.450	728	4.450	370.83	-360.00	06/28/2028
3130BBAV7	260109	FHLB		06/29/2026	1,500,000.00	1,499,640.00	1,500,000.00	4.450	728	4.450	370.83	-360.00	06/28/2028
3130BAYB7	260110	FHLB		06/30/2026	1,000,000.00	999,200.00	999,201.02	4.250	800	4.290	118.06	-1.02	09/08/2028
3130BAYB7	260111	FHLB		06/30/2026	1,225,000.00	1,224,020.00	1,224,021.24	4.250	800	4.290	144.62	-1.24	09/08/2028
		Subtotal and Average	**188,900,765.93**		**202,550,000.00**	**198,929,347.76**	**202,030,661.63**	3.333	1217	3.473	1,376,948.32	-3,101,313.87	
NCCMT Government													
658191101	NC0000	NCCMT		05/01/2019	48.50	48.50	48.50	3.554	1	3.554	0.00	0.00	
658191101	NC0001	NCCMT		05/01/2019	521.96	521.96	521.96	3.554	1	3.554	0.00	0.00	
658191101	NC0002	NCCMT		05/01/2019	176.03	176.03	176.03	3.554	1	3.554	0.00	0.00	
658191101	NC0003	NCCMT		05/01/2019	2,346.83	2,346.83	2,346.83	3.554	1	3.554	0.00	0.00	
658191101	NC0004	NCCMT		05/01/2019	1,031.49	1,031.49	1,031.49	3.554	1	3.554	0.00	0.00	
658191101	NC0012	NCCMT		05/01/2019	21,553,784.03	21,553,784.03	21,553,784.03	3.554	1	3.554	0.00	0.00	
658191101	NC0013	NCCMT		05/01/2019	35,813,504.72	35,813,504.72	35,813,504.72	3.554	1	3.554	0.00	0.00	

Fayetteville PWC Investments
Portfolio Management
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June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
NCCMT Government													
658191101	NC0014	NCCMT		05/01/2019	2,948,346.41	2,948,346.41	2,948,346.41	3.554	1	3.554	0.00	0.00	
658191101	NC0015	NCCMT		05/01/2019	0.00	0.00	0.00	3.554	1	3.554	0.00	0.00	
658191101	NC0016	NCCMT		05/01/2019	813.52	813.52	813.52	3.554	1	3.554	0.00	0.00	
658191101	NC0017	NCCMT		05/01/2019	103.39	103.39	103.39	3.554	1	3.554	0.00	0.00	
658191101	NC0023	NCCMT		05/01/2019	84,396,517.90	84,396,517.90	84,396,517.90	3.554	1	3.554	0.00	0.00	
658191101	NC0025	NCCMT		05/01/2019	7,127,513.46	7,127,513.46	7,127,513.46	3.554	1	3.554	0.00	0.00	
658191101	NC0026	NCCMT		05/01/2019	54,112,076.10	54,112,076.10	54,112,076.10	3.554	1	3.554	0.00	0.00	
658191101	NC0027	NCCMT		05/01/2019	234.62	234.62	234.62	3.554	1	3.554	0.00	0.00	
658191101	NC0029	NCCMT		02/25/2020	0.00	0.00	0.00	3.554	1	3.554	0.00	0.00	
658191101	NC0030	NCCMT		02/25/2020	1,335.68	1,335.68	1,335.68	3.554	1	3.554	0.00	0.00	
658191101	NC0034	NCCMT		11/04/2021	97.58	97.58	97.58	3.554	1	3.554	0.00	0.00	
658191101	NC0035	NCCMT		11/04/2021	672.66	672.66	672.66	3.554	1	3.554	0.00	0.00	
658191101	NC0036	NCCMT		11/04/2021	0.00	0.00	0.00	3.554	1	3.554	0.01	0.00	
658191101	NC0037	NCCMT		11/04/2021	0.00	0.00	0.00	3.554	1	3.554	0.44	0.00	
658191101	NC0040	NCCMT		11/04/2021	222.72	222.72	222.72	3.554	1	3.554	0.00	0.00	
658191101	NC0042	NCCMT		02/25/2020	164.89	164.89	164.89	3.554	1	3.554	0.00	0.00	
658191101	NC0043	NCCMT		11/16/2023	1,150.33	1,150.33	1,150.33	3.554	1	3.554	0.00	0.00	
658191101	NC0045	NCCMT		11/16/2023	676.44	676.44	676.44	3.554	1	3.554	0.00	0.00	
658191101	NC0046	NCCMT		11/16/2023	1,046.51	1,046.51	1,046.51	3.554	1	3.554	0.00	0.00	
658191101	NC0048	NCCMT		11/16/2023	25,949,009.62	25,949,009.62	25,949,009.62	3.554	1	3.554	0.00	0.00	
658191101	NC0049	NCCMT		11/16/2023	5,611,525.45	5,611,525.45	5,611,525.45	3.554	1	3.554	0.00	0.00	
658191101	NC0050	NCCMT		11/16/2023	70,945.61	70,945.61	70,945.61	3.554	1	3.554	0.00	0.00	
658191101	NC0051	NCCMT		11/16/2023	0.00	0.00	0.00	3.554	1	3.554	1,963.74	0.00	
658191101	NC0052	NCCMT		11/16/2023	1,326,779.28	1,326,779.28	1,326,779.28	3.554	1	3.554	0.00	0.00	
658191101	NC0053	NCCMT		11/04/2021	303.33	303.33	303.33	3.554	1	3.554	0.00	0.00	
658191101	NC0054	NCCMT		11/16/2023	955.32	955.32	955.32	3.554	1	3.554	0.00	0.00	
658191101	NC0055	NCCMT		11/04/2021	314.36	314.36	314.36	3.554	1	3.554	0.00	0.00	
658191101	NC0056	NCCMT		02/29/2024	272.14	272.14	272.14	3.554	1	3.554	0.00	0.00	
658191101	NC0057	NCCMT		02/29/2024	700.90	700.90	700.90	3.554	1	3.554	0.00	0.00	
658191101	NC0058	NCCMT		02/29/2024	624.08	624.08	624.08	3.554	1	3.554	0.00	0.00	
658191101	NC0059	NCCMT		02/29/2024	839.88	839.88	839.88	3.554	1	3.554	0.00	0.00	
658191101	NC0060	NCCMT		02/29/2024	1,204.16	1,204.16	1,204.16	3.554	1	3.554	0.00	0.00	
658191101	NC0061	NCCMT		02/29/2024	273.81	273.81	273.81	3.554	1	3.554	0.00	0.00	
658191101	NC0062	NCCMT		11/12/2025	53,963,746.23	53,963,746.23	53,963,746.23	3.554	1	3.554	0.00	0.00	
658191101	NC0063	NCCMT		11/12/2025	65,170,085.07	65,170,085.07	65,170,085.07	3.554	1	3.554	0.00	0.00	
658191101	NC0064	NCCMT		11/12/2025	501.76	501.76	501.76	3.554	1	3.554	0.00	0.00	

Fayetteville PWC Investments
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
NCCMT Government													
658191101	NC0065	NCCMT		11/12/2025	180.46	180.46	180.46	3.554	1	3.554	0.00	0.00	
658191101	NC0066	NCCMT		11/12/2025	749.43	749.43	749.43	3.554	1	3.554	0.00	0.00	
658191101	NC0067	NCCMT		11/16/2023	813.44	813.44	813.44	3.554	1	3.554	0.00	0.00	
658191101	NC0068	NCCMT		11/16/2023	739.59	739.59	739.59	3.554	1	3.554	0.00	0.00	
658191101	NC0069	NCCMT		11/16/2023	475.29	475.29	475.29	3.554	1	3.554	0.00	0.00	
658191101	NC0070	NCCMT		11/12/2025	0.01	0.01	0.01	3.554	1	3.554	0.00	0.00	
658191101	NC0071	NCCMT		11/12/2025	0.01	0.01	0.01	3.554	1	3.554	0.00	0.00	
658191101	NC0072	NCCMT		11/12/2025	0.01	0.01	0.01	3.554	1	3.554	0.00	0.00	
658191101	NC0073	NCCMT		11/12/2025	0.00	0.00	0.00	3.554	1	3.554	0.00	0.00	
658191101	NC0074	NCCMT		11/12/2025	0.00	0.00	0.00	3.554	1	3.554	0.00	0.00	
658191101	NC0075	NCCMT		11/12/2025	9,398,703.47	9,398,703.47	9,398,703.47	3.554	1	3.554	0.00	0.00	
658191101	NC0076	NCCMT		11/12/2025	10,149,516.47	10,149,516.47	10,149,516.47	3.554	1	3.554	0.00	0.00	
	Subtotal and Average		**397,535,000.50**		**377,611,644.95**	**377,611,644.95**	**377,611,644.95**	3.554	1	3.554	1,964.19	0.00	
Wells Fargo Interest-Bearing Ckg													
684509	WF0000	WELLS		12/12/2022	15,117,471.14	15,117,471.14	15,117,471.14	1.620	1	1.620	20,121.80	0.00	
	Subtotal and Average		**15,112,052.09**		**15,117,471.14**	**15,117,471.14**	**15,117,471.14**	1.620	1	1.620	20,121.80	0.00	
	Total and Average		**601,547,818.53**		**595,279,116.09**	**591,658,463.85**	**594,759,777.72**	3.430	414	3.477	1,399,034.31	-3,101,313.87	

Fayetteville PWC Investments
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
	Average Balance		0.00									
	Total Cash and Investments		601,547,818.53		595,279,116.09	591,658,463.85	594,759,777.72	3.430	414	3.477	1,399,034.31	-3,101,313.87

PO Commissioners Report

Month : Jun

Total POs : 128

Total Amountof POs : $10,851,668.40

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
A-1 Supply Company	PON001365	6/5/26	43	26.85	CASE	GATORADE, 24 PACK, BOTTLES "SUGAR FREE", 20 OZ.	1,154.55
						PON001365	**1,154.55**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
A-1 Supply Company	PON001450	6/19/26	16	17.25	EACH	BROOM, PUSH, 16", ORANGE, POLYURETHANE.	276.00
	PON001450	6/19/26	142	22.25	CASE	GATORADE, VARIETY 24 PACK, BOTTLES, 12 OZ.	3,159.50
						PON001450	**3,435.50**
						A-1 Supply Company	**4,590.05**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
AMPS LLC	PON001336	6/2/26				TO PROFORM FEILD TESTING OF INSTRUMENT RATED METERING INSTALLATIONS TO INCLUDE CUSTOMER LOAD METER TEST, AND CT RATIO TEST TO 200 METER SITES	32,000.00
						PON001336	**32,000.00**
						AMPS LLC	**32,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Ac Controls Company, INC.	PON001463	6/24/26	7	1,266.00	EACH	TRANSMITTER, PRESSURE, KROHNE OPTIBAR 1010	8,862.00
						PON001463	**8,862.00**
						Ac Controls Company, INC.	**8,862.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Accelerated Technology Laboratories, INC.	PON001423	6/12/26				Software and Services provided under the Order Form are provided pursuant to the Subscription Software Agreement(SSA) and Statement of Work (SOW) between ATL and Customer.	66,651.19
						PON001423	**66,651.19**
						Accelerated Technology Laboratories, INC.	**66,651.19**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Agilent Technologies, INC.	PON001337	6/2/26				Provide annual preventive maintenance for the Agilent Technologies equipment at the Fayetteville PWC Lab.	12,279.16
						PON001337	**12,279.16**
						Agilent Technologies, INC.	**12,279.16**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Amazon Capital Services, INC	PON001347	6/3/26	4	26.99	EACH	Hynoo 12V Car Clip Fans, Adjustable Dual Head Clip Fan 360° Rotatable Cooling Air Fan, 4" Electric Auto Car Fans with Cigarette Lighter Plug for Vehicles, RV, SUV	107.96
						PON001347	**107.96**
						Amazon Capital Services, INC	**107.96**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Arc3 Gases	PON001375	6/8/26	1	3,942.22	EACH	POWERMAX 65 SYNC CSA 25' HYPERTHERM 200-600V 75 DEG.	3,942.22
						PON001375	**3,942.22**
						Arc3 Gases	**3,942.22**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Atlantic Hydraulics Services	PON001432	6/15/26				INPECT AND REPAIR ACTUATOR	2,406.38
						PON001432	**2,406.38**
						Atlantic Hydraulics Services	**2,406.38**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Ax Control INC	PON001362	6/5/26	1	3,785.00	EACH	LOADTRAK IV CONTROLLER	3,785.00
						PON001362	**3,785.00**
						Ax Control INC	**3,785.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Bill'S Mobile Crane Svc., INC.	PON001384	6/8/26				SERVICE AGREEMENT CONTRACT ECS25006 TO LOAD VAULTS AND HAUL TO LANDFILL FROM PWC TO ANN ST LANDFILL TO BE COMPLETED BY JUNE 30, 2026	13,142.00
						PON001384	**13,142.00**

Bill'S Mobile Crane Svc., INC.	13,142.00

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Border States Electric	PON001328	6/1/26	110	38.10	EACH	INSULATOR, DISTRIBUTION GUY STRAIN, 60"	4,191.00
	PON001328	6/1/26	2800	1.58	EACH	WASHER, SQUARE/CURVED, 3"	4,424.00
	PON001328	6/1/26	3700	1.58	EACH	WASHER, SQUARE FLAT, 3"	5,846.00
	PON001328	6/1/26	125	21.68	EACH	SHACKLES, ANCHOR, 5/8"	2,710.00
	PON001328	6/1/26	160	42.87	EACH	STIRRUP, BOLTED, 4/0 - 477 AL.	6,859.20
						PON001328	**24,030.20**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Border States Electric	PON001434	6/15/26	1	39,857.00	EACH	SWITCHING CABINET, 25 KV, LIVE FRONT, PMH-12	39,857.00
						PON001434	**39,857.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Border States Electric	PON001437	6/15/26	200	24.53	EACH	BEND, 3", PVC, 36" R, 90 DEGREE	4,906.00
	PON001437	6/15/26	30	15.30	EACH	BOLT, SHOULDER EYE, 3/4" X 14"	459.00
	PON001437	6/15/26	50	4.84	EACH	PHOTOCONTROL, CAP, OPEN, 3-PRONG	242.00
	PON001437	6/15/26	110	13.69	EACH	CONNECTOR, STEM, COMPRESSION, #1/0 SOLID AL	1,505.90
						PON001437	**7,112.90**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Border States Electric	PON001455	6/22/26	1	60.00	USD	FREIGHT	60.00
	PON001455	6/22/26	2	194.00	USD	SPORT-BRELLA TRAILER HITCH UMBRELLA KIT-INCLUDES 9' UMBRELLA & SWIVAL- HITCH MOUNTING BAR-	388.00
						PON001455	**448.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Border States Electric	PON001471	6/29/26	4000	3.02	FOOT	CONDUIT, CONTINUOUS, HDPE, SDR-11, 3", W/PULL TAPE, BLACK W/RED STRIPE	12,080.00
	PON001471	6/29/26	2000	2.63	EACH	CABLE TIES, TEFZEL, SELF-LOCKING 7.3"	5,260.00
	PON001471	6/29/26	800	0.05	EACH	CABLE TIES, NYLON, SELF-LOCKING 3 1/2"	40.00
	PON001471	6/29/26	80	7.85	EACH	COUPLING, 4" PVC, LONG-LINE	628.00
						PON001471	**18,008.00**

Border States Electric	89,456.10

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Breg International INC.	PON001363	6/5/26	27	62.20	CASE	OIL SOAKS-MINI SUCKER (CASES)	1,679.40
	PON001363	6/5/26	2	110.50	CASE	OIL SOAKS - SNAKE (CASE)	221.00
						PON001363	**1,900.40**
						Breg International INC.	**1,900.40**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Consolidated Electrical Dist., INC.	PON001344	6/2/26	4	222.66	EACH	ALTERNATOR, MECHANICAL, SQ D	890.64
						PON001344	**890.64**
						Consolidated Electrical Dist., INC.	**890.64**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Core And Main	PON001320	5/29/26	6	123.45	EACH	SADDLE,SERVICE,8" X 2" IP,2-STP,8.54-10.10	740.70
						PON001320	**740.70**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Core And Main	PON001386	6/9/26	229	22.00	EACH	BEND, PVC, 4"-45,SDR 26, EL SXG. (STREET BEND)	5,038.00
	PON001386	6/9/26	12	59.60	EACH	BEND, 6", SDR.26, 22.5 (GASKETED)	715.20
						PON001386	**5,753.20**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Core And Main	PON001407	6/10/26	9	81.50	EACH	ROD, 4FT MIGHTY PROBE.	733.50
						PON001407	**733.50**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Core And Main	PON001458	6/22/26	220	19.05	EACH	INSERT, 1" MIP X 1" PEP, NO LEAD, "FORD ONLY"	4,191.00
	PON001458	6/22/26	2	4,830.00	EACH	VALVE, TAPPING, CI, 12"	9,660.00
	PON001458	6/22/26	35	173.80	EACH	COUPLING, BRASS, 2", PVC TO PVC, PJ, NO LEAD	6,083.00
	PON001458	6/22/26	50	1.40	EACH	BOLT, W/NUT, HEX 5/8" X 3"	70.00
						PON001458	**20,004.00**
						Core And Main	**27,231.40**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Cumberland County Fire Chiefs Assoc. Foundation	PON001354	6/4/26				SPONSORSHIP - 2026 CCFCA IGNITE THE NIGHT BALL	1,000.00
						PON001354	**1,000.00**
						Cumberland County Fire Chiefs Assoc. Foundation	**1,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Department Of Environmental Quality	PON001397	6/9/26	1	1,859.00	EACH	CHECK REQUEST FOR NCDOEQ ANNUAL PERMIT FEE- fay collection system	1,859.00
	PON001397	6/9/26	1	1,225.00	EACH	CHECK REQUEST FOR NCDOEQ ANNUAL PERMIT FEE- ROCKFISH CREEK-WWTP	1,225.00
						PON001397	**3,084.00**
						Department Of Environmental Quality	**3,084.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Dillon Supply Company	PON001419	6/12/26	31	5.37	EACH	FLAG,18"X18", RED VINYL-COATED MESH, DOT COMPLIANT.	166.47
	PON001419	6/12/26	32	26.92	PACK	DRIP DROP, HYDRATION, VARIETY, 16 PACK	861.44
						PON001419	**1,027.91**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Dillon Supply Company	PON001466	6/29/26	32	33.37	PACK	DRIP DROP, HYDRATION, VARIETY, 16 PACK	1,067.84
						PON001466	**1,067.84**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Dillon Supply Company	PON001470	6/29/26	30	6.52	EACH	VEST,SAFETY,XL,FR/CL-2,LOGO (L) FRNT/BK,MESH,W/ZIP&POCKETS	195.60
	PON001470	6/29/26	5	6.52	EACH	VEST,SAFETY,3X,FR/CL-2, LOGO (L) FRNT/BK,MESH,W/ZIP&POCKETS	32.60
	PON001470	6/29/26	15	23.75	EACH	WRENCH,ALLEN,INSULATED, 5/16"	356.25
	PON001470	6/29/26	12	29.66	EACH	WRENCH,ALLEN,INSULATED,3/8"	355.92
	PON001470	6/29/26	30	6.52	EACH	VEST,SAFETY,2X,FR/CL-2, LOGO (L) FRNT/BK,MESH,W/ZIP&POCKETS	195.60
	PON001470	6/29/26	31	21.92	PACK	LIQUID I.V. HYDRATION, ACAI BERRY, 15 PACK	679.52
						PON001470	**1,815.49**
						Dillon Supply Company	**3,911.24**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Directional Services, INC.	PON001348	6/3/26				DIRECTIONAL SERVICES, INC. BLANKET PURCHASE AGREEMENT FOR SERVICE AGREEMENT (WCS26032) FOR WRC APRIL 2026 THROUGH JUNE 30, 2026	25,000.00
						PON001348	**25,000.00**
						Directional Services, INC.	**25,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Discount Two Way Radio Corporation	PON001402	6/9/26	1	1,751.40	EACH	SIX BANK MULTI-UNIT CHARGER WITH RADIOS AND SPEAKER MICS, RDR25X0 SXS6 PKG	1,751.40
	PON001402	6/9/26	10	259.00	EACH	RDR25X0 SERIES DMR DIGITAL T2 RADIO PACKAGE, RDR25X0 PKG	2,590.00
	PON001402	6/9/26	5	45.50	EACH	HANDHELD RADIO BATTERY, B2518LI	227.50
						PON001402	**4,568.90**
						Discount Two Way Radio Corporation	**4,568.90**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Diversified Pool Products, INC	PON001429	6/15/26	60	5.02	POUND	DISINFECTANT, HTH, HYPOCHLORITE, OXIDIZER, 5LB (6/CS)	300.94
						PON001429	**300.94**
						Diversified Pool Products, INC	**300.94**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Eaton Corporation	PON001393	6/9/26				EATONUPS PREVENTATIVE MAINTENANCECOVERAGE START DATE 5-27-26 THRU 5-26-2027	5,504.80
						PON001393	**5,504.80**
						Eaton Corporation	**5,504.80**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Environmental Hydrogeological Consultants, INC.	PON001338	6/2/26				SERVICE AGREEMENT (CONTRACT #LFM26036) TO PROVIDE SERVICE OF ALL THE OIL WATER SEPERATORS AS WELL AS PUMP OUT AND CLEAN CARWASH BAYS. FOR MAY 1, 2026, THROUGH JUNE 30, 2026.	26,524.80
						PON001338	**26,524.80**
						Environmental Hydrogeological Consultants, INC.	**26,524.80**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Fastenal Company	PON001416	6/12/26	6	147.44	EACH	RAIN JACKET, ORANGE,ELECT. CONSTRUCTION ONLY - MED	884.64
						PON001416	**884.64**
						Fastenal Company	**884.64**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Fastsigns Of Fayetteville	PON001421	6/12/26	32	54.58	EACH	SIGN, "NO TRESPASSING", 18" X 24"	1,746.70
						PON001421	**1,746.70**
						Fastsigns Of Fayetteville	**1,746.70**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Ferguson Enterprises LLC	PON001385	6/9/26	1	156.00	EACH	PLUG, CI, 8", MJ.	156.00
	PON001385	6/9/26	7	213.85	EACH	SLEEVE, MJ, DI, , 8", LONG, C153	1,496.95
	PON001385	6/9/26	1	214.25	EACH	CLAMP, REPAIR 8" X 10", OD = 8.99 - 9.79	214.25
	PON001385	6/9/26	30	13.91	EACH	LUBRICANT, F/TC PIPE, 1 GAL	417.30
						PON001385	**2,284.50**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Ferguson Enterprises LLC	PON001457	6/22/26	11	60.78	EACH	KIT, GLAND, FOLLOWER, 12", MJ	668.58
	PON001457	6/22/26	6	16.26	EACH	PLUG, BRASS, CORP, 1", NO LEAD	97.56
	PON001457	6/22/26	11	45.00	EACH	SECTION, SLOTTED, BOTTOM	495.00
						PON001457	**1,261.14**
						Ferguson Enterprises LLC	**3,545.64**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Firstpower Group Llc	PON001445	6/18/26				SERVICES TO REPAIR 9 BREAKERS AT CUMBERLAND ROAD AND 7 BREAKERS AT CLIFFDALE ROAD.	67,350.00
						PON001445	**67,350.00**
						Firstpower Group Llc	**67,350.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Flycast Partners	PON001371	6/8/26				SERVICE AGREEMENT CONTRACT # ITD26018 FOR FRESHSERVICE BANK OF HOURS FOR MANAGED SERVICES.	9,900.00

PON001371	**9,900.00**
Flycast Partners	**9,900.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Fortiline Waterworks	PON001332	6/1/26	2	1,141.85	EACH	MAGGIE MAGNETIC LOCATOR SCHONSTEDT	2,283.70
						PON001332	**2,283.70**
						Fortiline Waterworks	**2,283.70**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Foust Heating & Air Conditioning, Inc	PON001325	5/29/26				SERVICE AGREEMENT (CONTRACT # LFM26089) TO REMOVE AND REPLACE FOUR (4) ROOFTOP EXHAUST FANS IN FLEET MAINTENANCE BUILDING FOR MAY 1, 2026, THROUGH JUNE 30, 2026	27,551.68
						PON001325	**27,551.68**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Foust Heating & Air Conditioning, Inc	PON001359	6/5/26				SERVICE AGREEMENT (CONTRACT# LFM26090) - REPLACE AIR HANDLER 2 BLOWER MOTOR AT HOFFER ADMINISTRATION BUILDING FOR JUNE 1, 2026, THROUGH JULY 30, 2026.	2,929.34
						PON001359	**2,929.34**
						Foust Heating & Air Conditioning, Inc	**30,481.02**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Gallagher Benefit Services	PON001408	6/10/26				PWC JOB ANALYSES, CLASSIFICATION, AND COMPENSATION STUDY.	37,295.00
						PON001408	**37,295.00**
						Gallagher Benefit Services	**37,295.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Gardner Denver Nash, LLC	PON001399	6/9/26				SERVICE AGREEMENT (CONTRACT #WRT26008) TO PERFORM ANNUAL AERATION BLOWER SERVICE AT THE CROSS CREEK WRF TO BE COMPLETED BY JUNE 30, 2026.	18,230.55
						PON001399	**18,230.55**
						Gardner Denver Nash, LLC	**18,230.55**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Garners Home	PON001396	6/9/26				SERVICE AGREEMENT (CONTRACT #LFM26091)-PAINTING OF HALLWAYS,	8,100.00

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Services LLC						STAIRWELLS, AND INSTALL 5' COVE BASE AS NEEDED AT THE HOFFER PLANT FOR JUNE 1, 2026, THROUGH JUNE 30, 2026	
						PON001396	**8,100.00**
						Garners Home Services LLC	**8,100.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Gill Security Systems, INC.	PON001410	6/11/26				SERVICE AGREEMENT (CONTRACT # LFM26092) PROVIDE AND INSTALL NEW LONG-RANGE READERS AT THE P.O. HOFFER PLANT AND GLENVILLE LAKE WATER TREATMENT PLANT FOR JUNE 1, 2026, THROUGH JUNE 30, 2026	11,802.22
						PON001410	**11,802.22**
						Gill Security Systems, INC.	**11,802.22**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Grainger Industrial Supply	PON001367	6/5/26	15	35.47	EACH	COOLER, CHEST, 52 QUART	532.05
						PON001367	**532.05**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Grainger Industrial Supply	PON001414	6/12/26	4	11.46	EACH	BOTTLE, EYEWASH REPLACEMENT, 32 OZ.	45.84
						PON001414	**45.84**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Grainger Industrial Supply	PON001454	6/19/26	4	277.08	EACH	PUMP, SUBMERSIBLE, 1/2 HP	1,108.32
						PON001454	**1,108.32**
						Grainger Industrial Supply	**1,686.21**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Gregory Poole Equipment Co.	PON001316	5/29/26				SERVICE AGREEMENT (CONTRACT# LFT26010-1) CAPITAL PURCHASE ORDER TO REPLACE BATTERY AND ASSOCIATED EQUIPMENT FROM GREGORY POOLE FOR PWC ELECTRIC FORKLIFT ASSET #5110 FOR JUNE 1, 2026, THROUGH JUNE 30, 2026	11,414.00
						PON001316	**11,414.00**
						Gregory Poole Equipment Co.	**11,414.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Hach Company	PON001383	6/8/26				A Bench Service Plus Partnership (BSPPLUS) which will cover instrument calibration and certification (including a Certificate of Instrument Performance), To include one site visit for certification and preventive maintenance.	6,948.00
						PON001383	**6,948.00**
						Hach Company	**6,948.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Hazen And Sawyer, P.C.	PON001477	6/30/26				CONSTRUCTION ADMIN SERVICES FOR GAC ADSORPTION FACILITIES (GLENVILLE 2409183)	2,976,480.00
	PON001477	6/30/26				CONSTRUCTION ADMIN SERVICES FOR GAC ADSORPTION FACILITIES (HOFFER 2409182)	5,291,520.00
						PON001477	**8,268,000.00**
						Hazen And Sawyer,P.C.	**8,268,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Heritage Water Systems, INC	PON001461	6/22/26	2	1,100.00	EACH	PLATE, STRIKER KIT ASSEMBLY 142125, F/CHOPPER PUMP, L71 & L93 LS	2,200.00
	PON001461	6/22/26	2	1,750.00	EACH	BLADE, SLICER KIT ASSEMBLY 127263TE, F/CHOPPER PUMP, L71 LS	3,500.00
	PON001461	6/22/26	2	2,450.00	EACH	BLADE, SLICER KIT PN 133052TD, F/CHOPPER PUMP, L108 LS	4,900.00
	PON001461	6/22/26	2	1,050.00	EACH	PLATE, STRIKER KIT 142137, F/CHOPPER PUMP, L108 LS	2,100.00
						PON001461	**12,700.00**
						Heritage Water Systems, INC	**12,700.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Hope Mills Area Chamber	PON001382	6/8/26				SPONSORSHIP - 2026 HOPE MILLS AREA CHAMBER GOLF TOURNAMENT	1,000.00
						PON001382	**1,000.00**
						Hope Mills Area Chamber	**1,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Hope Mills Saw And Mower, INC	PON001364	6/5/26	50	227.21	EACH	BLADE, 14" DIAMOND WHEEL, ALL PURPOSE, (STIHL ONLY) PART #0835-094-8013	11,360.50
						PON001364	**11,360.50**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Hope Mills Saw And Mower, INC	PON001449	6/19/26	44	28.95	EACH	FUEL, 2-CYCLE 50:1 MIX, ETHANOL-FREE 110 OZ	1,273.80
						PON001449	**1,273.80**
						Hope Mills Saw And Mower, INC	**12,634.30**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
IPC OF Fayetteville, INC.	PON001374	6/8/26	13	42.50	CASE	TISSUE, TOILET, 9IN ROLLS (BWK 410323)	552.50
						PON001374	**552.50**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
IPC OF Fayetteville, INC.	PON001451	6/19/26	90	51.93	CASE	TISSUE, TOILET, 2PLY, 4-1/2" X 3-1/2"	4,673.70
						PON001451	**4,673.70**
						IPC OF Fayetteville, INC.	**5,226.20**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Idexx Distribution INC.	PON001380	6/8/26	4	1,291.55	BOX	QTY (4) WP200I GAMMA IRRAD COLILERT 100ML 200PK	5,166.20
						PON001380	**5,166.20**
						Idexx Distribution INC.	**5,166.20**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Insightsoftware, LLC	PON001352	6/3/26				ANNUAL SERVICE AGREEMENT - SPREADSHEET SERVER SOFTWARE LICENSE AND SERVICE JUNE 21, 2026 - JUNE 21, 2027	110,598.23
						PON001352	**110,598.23**
						Insightsoftware, LLC	**110,598.23**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Iworq Systems INC.	PON001406	6/10/26				Termination of Backflow and FOG Compliance Software Annual Service Contract	41,000.00
						PON001406	**41,000.00**
						Iworq Systems INC.	**41,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Johnson Controls Building Solutions	PON001341	6/2/26				SERVICE AGREEMENT (CONTRACT #LFM26082) HVAC-COOLING SYSTEM REPLACEMENT FOR OPERATIONS BUILDING-MAIN COMPLEX. FOR MAY 1, 2026, THROUGH JUNE 30, 2026	25,776.42
						PON001341	**25,776.42**
						Johnson Controls Building Solutions	**25,776.42**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Johnson Lumber Products, INC.	PON001368	6/5/26	250	0.58	EACH	STAKE, ENGINEER, 3/4" X 2" X 18"	145.00
						PON001368	**145.00**
						Johnson Lumber Products, INC.	**145.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Joseph E Hall	PON001430	6/15/26				SERVICE AGREEMENT (CONTRACT# LFM26086). REPLACEMENT OF ROOFS AT MJ SOFFE, BAYWOOD, AND BELK LIFTSTATIONS FOR JUNE 1. 2026, THROUGH JUNE 30, 2026	10,000.00
	PON001430	6/15/26				REPLACEMENT OF ROOFS AT THE MJ SOFFE, BAYWOOD, AND BELK LIFTSTATIONS.	5,000.00
						PON001430	**15,000.00**
						Joseph E Hall	**15,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Koppers Utility And Industrial Products INC.	PON001400	6/9/26	200	60.00	EACH	CROSSARM, 8 FOOT, WOOD.	12,000.00
						PON001400	**12,000.00**
						Koppers Utility And Industrial Products INC.	**12,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
MSC Industrial Supply Co., INC	PON001388	6/9/26	600	0.09	EACH	NUT, WIRE, YELLOW.	54.90
						PON001388	**54.90**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
MSC Industrial Supply Co., INC	PON001417	6/12/26	32	14.58	EACH	KNIFE, SKINNING	466.56

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
MSC Industrial Supply Co., INC	PON001417	6/12/26	24	6.45	PAIR	GLASSES, SAFETY, CLEAR	154.80
						PON001417	**621.36**
MSC Industrial Supply Co., INC	PON001469	6/29/26	26	8.45	EACH	COMPOUND, OIL DRY	219.70
	PON001469	6/29/26	24	5.96	EACH	PAINT, LIGHT GRAY,GLOSS, ANSI 70, 12 OZ. SPRAY	143.04
						PON001469	**362.74**
						MSC Industrial Supply Co., INC	**1,039.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Moffat Pipe Inc	PON001395	6/9/26				MOFFAT PIPE, INC {PWC2526080} 18-INCH REPAIR AND MANHOLE REPLACEMENT	126,620.00
						PON001395	**126,620.00**
						Moffat Pipe Inc	**126,620.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Motion Industries, INC.	PON001335	6/2/26	2	5,795.93	EACH	BOOSTER, HYD INT, MANUAL VALVE	11,591.86
						PON001335	**11,591.86**
						Motion Industries, INC.	**11,591.86**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
N.C. Division Of Motor Vehicles	PON001360	6/5/26	1	2,006.00	EACH	CHECK REQUEST FOR TAG FOR REPLACEMENT OF 3346 - DEPARTMENT 0620 - FY2025 BUDGET - FOR PON000173	2,006.00
	PON001360	6/5/26	1	2,006.00	EACH	CHECK REQUEST FOR TAG FOR REPLACEMENT OF 3325 - DEPARTMENT 0620 - FY2025 BUDGET - FOR PON000181	2,006.00
	PON001360	6/5/26	1	2,006.00	EACH	CHECK REQUEST FOR TAG FOR REPLACEMENT OF 289 - DEPARTMENT 0820 - FY2025 BUDGET - FOR PON000179	2,006.00
						PON001360	**6,018.00**
						N.C. Division Of Motor Vehicles	**6,018.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Newgen Strategies	PON001439	6/16/26				SERVICE AGREEMENT TO PROVIDE CONSULTING SERVICES TO DEVELOP AND COMMUNICATE NEW WATER WHOLESALE RATES.	25,000.00

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
And Solutions, LLC							
						PON001439	**25,000.00**
						Newgen Strategies And Solutions, LLC	**25,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Nice	PON001334	6/1/26				BLANKET PURCHASE ORDER FOR NICE SUBSCRIPTIONS FOR THE IVR SYSTEM YEAR 3 OF 3 FROM JULY 1, 2025, THROUGH JUNE 30, 2026	41,989.96
						PON001334	**41,989.96**
						Nice	**41,989.96**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Oracle America, INC.	PON001420	6/12/26				ORDERING DOCUMENT FOR ORACLE FUSION MANAGED SERVICES THROUGH JUNE 14, 2027.	65,572.97
						PON001420	**65,572.97**
						Oracle America, INC.	**65,572.97**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Ovivo Usa, Llc	PON001370	6/8/26	2	2,472.92	EACH	TO PURCHASE: QTY (2) PART # 895667B $2,472.92 TAPE FOR THE TRAC VACS AT THE GLENVILLE LAKE WTF.	4,945.84
						PON001370	**4,945.84**
						Ovivo Usa, Llc	**4,945.84**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Performance Battery Sales LLC	PON001452	6/19/26	216	0.75	EACH	BATTERY, "AAA", ALKALINE.	162.00
						PON001452	**162.00**
						Performance Battery Sales LLC	**162.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Pittsburgh Paints Co	PON001405	6/10/26	12	108.31	EACH	PAINT,TOPCOAT,ANSI 70, TRANSF. LT.GRAY	1,299.72
						PON001405	**1,299.72**
						Pittsburgh Paints Co	**1,299.72**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Radwell International, INC.	PON001377	6/8/26	4	250.92	EACH	REGULATOR, COOLING TOWER FIRE PROTECTION, 1-60 PSIG	1,003.68
						PON001377	**1,003.68**
						Radwell International, INC.	**1,003.68**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Raleigh-Durham Rubber And Gasket Co., INC.	PON001447	6/19/26	22	23.53	EACH	CHOCKS,RUBBER	517.66
						PON001447	**517.66**
						Raleigh-Durham Rubber And Gasket Co., INC.	**517.66**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Rocky Mount Electric Motor	PON001355	6/4/26				BLANKET PURCHASE AGREEMENT TO PROCESS PAY APPLICATIONS FOR BPA #PON00492 FOR EMERGENCY REPAIRS TO PUMPS/MOTORS AT THE SEWER LIFT STATIONS THROUGH JUNE 30, 2026.	5,500.00
						PON001355	**5,500.00**
						Rocky Mount Electric Motor	**5,500.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Rovisys Automation & Information Solutions	PON001464	6/24/26				BWGP install and configure PI Vision on a new virtual machine to connect with the physical PI Data Archive server	23,443.00
						PON001464	**23,443.00**
						Rovisys Automation & Information Solutions	**23,443.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Safety Compliance Services, Inc	PON001373	6/8/26				Produce a site-specific for BWGP Safety Orientation video so BWGP will be able to provide contractors working on site with a comprehensive safety orientation informing them of site hazards, policies, work protocols, and emergency procedures	15,500.00
						PON001373	**15,500.00**
						Safety Compliance Services, Inc	**15,500.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Safety Products INC.	PON001411	6/11/26	150	28.50	EACH	HARDHAT, (CLASS "E" TYPE I), NON-VENTED, WHITE FULL BRIM	4,275.00
						PON001411	**4,275.00**
						Safety Products INC.	**4,275.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Schweitzer Engineering Laboratories, INC.	PON001333	6/1/26	1	355.94	USD	RECORDER FOR METERS -CONVERTING 3555#7KBC (SN: 1200230308) TO 3555#5REQ BY ADDING DYNAMIC DISTURBANCE RECORDER	355.94
	PON001333	6/1/26	1	355.94	USD	RECORDER FOR METERS-CONVERTING 3555#920N (SN: 1220630522) TO 3555#YWR8 BY ADDING DYNAMIC DISTURBANCE RECORDER	355.94
						PON001333	**711.88**
						Schweitzer Engineering Laboratories, INC.	**711.88**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Shi- Government Solutions	PON001381	6/8/26	172	58.82	EACH	AXIUM- SFP(MINI-GBIC)ITEM 48216780	10,117.04
	PON001381	6/8/26	2	31.76	EACH	AXIUM- SEP(MINI GBIC)ITEM 43136633	63.52
	PON001381	6/8/26	2	28.24	EACH	AXIOM-SFP(MINI-GBIC)ITEM 42894389	56.48
						PON001381	**10,237.04**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Shi- Government Solutions	PON001413	6/12/26				SHIDARKTRACE-PART# DT-SE-MN-MD	19,798.20
						PON001413	**19,798.20**
						Shi- Government Solutions	**30,035.24**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Sidebotham Substation Services PLLC	PON001412	6/12/26				SERVICE AGREEMENT CONTRACT # WRR26025 TO INSTALL MOTOR PROTECTION RELAYS AT THE SLUDGE PROCESS BLOWERS FOR ROCKFISH WRF THROUGH JUNE 30, 2026.	50,000.00
						PON001412	**50,000.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Sidebotham Substation Services PLLC	PON001442	6/16/26	5	11,950.00	EACH	TO PURCHASE: QTY (5) SEL FEEDER PROTECTION RELAYS AND ASSOCIATED MATERIALS FOR THE SLUDGE PROCESS BLOWERS AT THE ROCKFISH WRF.	59,750.00
						PON001442	**59,750.00**

Sidebotham Substation Services PLLC	109,750.00

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Sludge Process Enhancement	PON001426	6/15/26	4600	2.05	POUND	POLYMER, LIQUID SPEC 6266	9,430.00
	PON001426	6/15/26	6900	1.89	POUND	POLYMER,LIQUID SPEC 9454	13,041.00
						PON001426	**22,471.00**
						Sludge Process Enhancement	**22,471.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Southern Experience Catering And Events	PON001443	6/17/26				SOUTHERN EXPERIENCE - CATERING FOR 2026 PWC GIVEBACK CELEBRATION	5,639.88
						PON001443	**5,639.88**
						Southern Experience Catering And Events	**5,639.88**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Stella-Jones Corporation	PON001401	6/9/26	140	404.08	EACH	POLE, WOOD, 45' CLASS 3	56,571.20
						PON001401	**56,571.20**
						Stella-Jones Corporation	**56,571.20**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Sterilelink INC	PON001353	6/4/26				Sterilelink will perform quarterly preventive maintenance and repairs on equipment. Replacement parts that are needed for repair/maintenance are not included per this agreement.	3,415.00
						PON001353	**3,415.00**
						Sterilelink INC	**3,415.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Storr Office Environments Inc	PON001331	6/1/26				STATE CONTRACT 5610A-QUOTE 184093-PURCHASE, DELIVER, AND INTALL TWO (2) STEEL CASE L-SHAPED DESKS-(CRDSKSPR)-RIGHT HAND DESK-SINGLE PEDESTAL / (CRRTNSPR) RIGHT RETURN AND (CRDSKSPL)-LEFT HAND SINGLE DESK PEDESTAL / (CRRTNSPL) LEFT RETURN.	3,639.50
						PON001331	**3,639.50**
						Storr Office Environments Inc	**3,639.50**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Swiftcomply Us Opco, INC	PON001392	6/9/26				ANNUAL SERVICE AGREEMENT FOR SOFTWARE SUPPORT. BACKFLOW AND FOG SOFTWARE SUPPORT FOR COMPLIANCE TO MEET LOCAL AND STATE REQUIREMENTS.	16,492.50
						PON001392	**16,492.50**
						Swiftcomply Us Opco, INC	**16,492.50**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Tavrida Electric North America Inc.	PON001389	6/9/26	1	34,169.00	EACH	3-PHASE RECLOSER WITH SEL-651R RECLOSER CONTROL MODULE	34,169.00
						PON001389	**34,169.00**
						Tavrida Electric North America Inc.	**34,169.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Tec Utilities Supply INC	PON001387	6/9/26	60	36.85	FOOT	PIPE, CORRUGATED, 24" X 20', 16 GAUGE, GALVANIZED STEEL	2,211.00
	PON001387	6/9/26	2	619.00	EACH	TEE, CI, 12" X 12" X 6", MJ	1,238.00
	PON001387	6/9/26	12	31.25	EACH	ELL, BRASS, 2", 45, NO LEAD.	375.00
	PON001387	6/9/26	20	8.87	EACH	ELBOW, 45, S X S FOR 2" PVC PIPE, SCH 80	177.40
	PON001387	6/9/26	3	209.75	EACH	NIPPLE, BRASS, 2" X 36", NO LEAD	629.25
	PON001387	6/9/26	7	717.19	EACH	COUPLING, (HYMAX & ROMAC ONLY), 12",OS,REPAIR, OD=13.15 - 14.41, LENGTH 10.8	5,020.33
						PON001387	**9,650.98**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Tec Utilities Supply INC	PON001459	6/22/26	7	106.99	EACH	INSERTA-TEE,4" DIA. SDR-26,FOR 8" CONCRETE PIPE	748.93
	PON001459	6/22/26	4	92.25	EACH	WYE, SDR 26, 6"X6"X6", COMBINATION, GXGXG	369.00
	PON001459	6/22/26	33	3.75	EACH	NIPPLE, BRASS, 3/4" X 2", NO LEAD	123.75
	PON001459	6/22/26	2	30.75	EACH	VALVE, GATE, 1-1/2" IP THRD, NO LEAD	61.50
	PON001459	6/22/26	13	8.00	EACH	GASKET, KIT, 3", FULL FACE FLANGE, 1/8", W/ACC.	104.00
	PON001459	6/22/26	20	26.25	EACH	NIPPLE, BRASS, 2" X 5"	525.00
	PON001459	6/22/26	14	21.25	EACH	NIPPLE, BRASS 2" X 4".	297.50
	PON001459	6/22/26	10	42.95	EACH	COUPLING, PVC, 6", FERNCO W/SHEAR RING	429.50
	PON001459	6/22/26	26	13.85	EACH	NIPPLE, BRASS 1" X 6"	360.10

						PON001459	**3,019.28**
						Tec Utilities Supply INC	**12,670.26**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Tencarva Machinery Co.	PON001343	6/2/26	1	4,347.40	EACH	TRANSMISSION, ROTATION ASMBLY, T3A3S-B	4,347.40
						PON001343	**4,347.40**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Tencarva Machinery Co.	PON001357	6/5/26	1	48,812.70	LOT	TO PURCHASE: QTY (LOT) MATERIALS/PARTS NEEDED TO REPAIR PUMPS #3 AND #4 AT L13 EAST FAYETTEVILLE LIFT STATION.	48,812.70
						PON001357	**48,812.70**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Tencarva Machinery Co.	PON001427	6/15/26	7	233.30	EACH	VALVE, ASSEMBLY, FLAP, F/T3A3B PUMP, #46411-060, 3"	1,633.10
	PON001427	6/15/26	10	47.65	EACH	GAUGE, OIL LEVEL, F/T3A3B PUMP, #S1471	476.50
	PON001427	6/15/26	2	37.50	EACH	PIN, CHECK VALVE, #12357.	75.00
	PON001427	6/15/26	10	5.35	EACH	O-RING, F/T3A3B PUMP, #S1748	53.50
	PON001427	6/15/26	6	1,002.00	EACH	PLATE, WEAR, ERADICATOR, F/T4A3B PUMP, #46451-377 24150	6,012.00
	PON001427	6/15/26	6	4.05	EACH	SCREW, LOCK, IMPELLER, #DM1004S	24.30
	PON001427	6/15/26	10	11.10	EACH	SHIM SET, ROTATING ASSEMBLY #48261-056	111.00
	PON001427	6/15/26	6	834.25	EACH	IMPELLER, F/T4A3B PUMP, #10528	5,005.50
	PON001427	6/15/26	10	13.65	EACH	O-RING, F/T6A3B PUMP, #S1676	136.50
						PON001427	**13,527.40**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Tencarva Machinery Co.	PON001462	6/24/26	8	836.40	EACH	PLATE, WEAR, ERADICATOR, F/T3A3B PUMP #46451-777 24150	6,691.20
	PON001462	6/24/26	7	267.35	EACH	VALVE, ASSEMBLY, FLAP, F/T4A3B PUMP, #46411-062, 4"	1,871.45
	PON001462	6/24/26	8	6.45	EACH	O-RING, F/T4A3B PUMP, #S1674	51.60
	PON001462	6/24/26	20	14.95	EACH	WASHER, IMPELLER, #10278	299.00
	PON001462	6/24/26	8	781.30	EACH	IMPELLER, F/T3A3B PUMP, #11406	6,250.40
	PON001462	6/24/26	2	1,251.20	EACH	WEAR PLATE, ERADICATOR, F/T6A3B PUMP, #46451-770- 24150	2,502.40
						PON001462	**17,666.05**
						Tencarva Machinery Co.	**84,353.55**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
The Tarheel Electric Membership Association, INC.	PON001345	6/3/26	36000	1.04	FOOT	CONDUIT, CONTINUOUS, HDPE, SDR-11, 2", W/PULL TAPE, BLACK W/RED STRIPE	37,440.00
						PON001345	**37,440.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
The Tarheel Electric Membership Association, INC.	PON001425	6/12/26	1	13,090.00	EACH	TSFMR, PDMT, 3-PH, 150KVA, 12470GRDY/7200X24940GRDY/14400-480Y/277 V	13,090.00
	PON001425	6/12/26	2	16,390.00	EACH	TSFMR, PDMT, 3-PH, 300KVA, 12470GRDY/7200X24940GRDY/14400-480Y/277 V	32,780.00
						PON001425	**45,870.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
The Tarheel Electric Membership Association, INC.	PON001472	6/29/26	940	17.51	EACH	SEAL, COLD SHRK, 0.95 - 1.94"	16,459.40
						PON001472	**16,459.40**
						The Tarheel Electric Membership Association, INC.	**99,769.40**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Timken Gears & Services, INC.	PON001358	6/5/26	1	529,997.00	EACH	LOAD GEAR, G/T	529,997.00
						PON001358	**529,997.00**
						Timken Gears & Services, INC.	**529,997.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Turbine Services, Ltd	PON001372	6/8/26	2	1,525.00	EACH	LEAD, G/T SPARK PLUG, 17 FT., PN# 354A1513P132	3,050.00
	PON001372	6/8/26	6	178.00	EACH	SPARK PLUG CORE ASSY., 298A8224P003	1,068.00
	PON001372	6/8/26	6	33.00	EACH	INSULATOR, 287A1699P001	198.00
	PON001372	6/8/26	4	99.00	EACH	TERMINATION KIT (SPARK PLUG), PN# 311A5802P004	396.00
	PON001372	6/8/26	3	395.00	EACH	PISTON ASSY, SPARK PLUG, 142B8494G003, G/T's	1,185.00
	PON001372	6/8/26	3	105.00	EACH	EXTENSION TERMINAL,SPARK PLUG, G/T'S, 158A3479P23	315.00
	PON001372	6/8/26	5	175.00	EACH	SHELL, SPARK PLUG IGNITORS, G/T'S, 142B8490P001	875.00
	PON001372	6/8/26	6	75.00	KIT	KIT, TERMINATION, IGN LEAD, 25220	450.00
						PON001372	**7,537.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Turbine Services, Ltd	PON001428	6/15/26	1	1,499.00	EACH	142B9759P008Valve, Plug	1,499.00
						PON001428	**1,499.00**
						Turbine Services, Ltd	**9,036.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
U.S. Postal Service	PON001361	6/5/26	1	2,856.00	EACH	TO PURCHASE ANNUAL P.O. BOX SERVICE RENEWAL FEE.	2,856.00
						PON001361	**2,856.00**
						U.S. Postal Service	**2,856.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
USA Bluebook	PON001404	6/9/26	1	5,863.64	LOT	TO PURCHASE: QTY (1) (65511) HYDRANT BUDDY PORTABLE VALVE EXERCISER WITH MOTOR AND (1) (65512) ADJUSTABLE GATE VALVE KEY TO ASSIST WITH OPENING/CLOSING YARD HYDRANTS/VALVES AT P.O. HOFFER WTF.	5,863.64
						PON001404	**5,863.64**
						USA Bluebook	**5,863.64**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Uline	PON001369	6/5/26	15	31.97	EACH	PAIL, SCREW TOP W/HANDLE, 5 GALLON.	479.55
	PON001369	6/5/26	26	146.22	EACH	DRUM, 55 GALLON, REMOVABLE TOP	3,801.72
						PON001369	**4,281.27**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Uline	PON001446	6/18/26	48	7.00	BOX	BOX,DOCUMENT STORAGE,24L X 15W 10H	336.00
						PON001446	**336.00**
						Uline	**4,617.27**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
United Way Of Cumberland County	PON001379	6/8/26				PARTNERSHIP - 2026 UNITED WAY EOY PARTNERSHIP	15,000.00
						PON001379	**15,000.00**
						United Way Of Cumberland County	**15,000.00**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Wesco Distribution - Utility	PON001315	5/29/26	180	7.71	EACH	CEMENT, PVC, PINT	1,387.80
	PON001315	5/29/26	24	8.07	EACH	CEMENT, PVC, FAST SETTING, PINT (WATER)	193.68
	PON001315	5/29/26	4	95.67	EACH	RATCHET, LINEMANS 5 IN 1, MILWAUKEE 48-22-9216	382.68
	PON001315	5/29/26	12	9.38	EACH	INSECTICIDE, FIRE ANT, DUST, 12 OZ.	112.56
						PON001315	**2,076.72**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001340	6/2/26	36	1,390.24	EACH	PURCHASE OF 36- ONE PHASE HOOKSTICK SWITCH	50,048.64
						PON001340	**50,048.64**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001435	6/15/26	100	449.94	EACH	PEDESTAL, SECONDARY, POLYMER	44,994.00
	PON001435	6/15/26	50	81.90	EACH	PEDESTAL, BASE POLYMER.	4,095.00
						PON001435	**49,089.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001436	6/15/26	20	3,819.15	EACH	ENCLOSURE,PRIMARY JUNCTION,FBGL, LARGE	76,383.00
						PON001436	**76,383.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001438	6/16/26	10	77.21	EACH	CONNECTOR, GELPORT, SUBMERSIBLE, 8-PORT, 500 MCM	772.10
	PON001438	6/16/26	36	4.79	EACH	LABEL, PRESSURE SENSITIVE, NO. "7", (6/CARD)	172.44
	PON001438	6/16/26	20	2.67	EACH	PLUG, CONDUIT END CAP, PVC 3".	53.40
	PON001438	6/16/26	70	13.28	EACH	CAP, FUSEHOLDER, EXP, REPLACEMENT, 100A	929.60
	PON001438	6/16/26	150	7.66	EACH	WIREHOLDER, POLYMER, REINFORCED	1,149.00
	PON001438	6/16/26	200	22.27	EACH	STIRRUP,BOLTED,#6-#2/0 AL	4,454.00
	PON001438	6/16/26	33	4.79	EACH	LABEL, PRESSURE SENSITIVE, NO. "4"	158.07
	PON001438	6/16/26	3	139.04	EACH	BLOCK & TACKLE, SNATCH, SMW/ANHOOK	417.12
	PON001438	6/16/26	26	4.79	EACH	LABEL, PRESSURE SENSITIVE, NO. "5"	124.54
	PON001438	6/16/26	120	31.09	EACH	Y-CLEVIS EYE 90, 3/4", 30,000#	3,730.80
	PON001438	6/16/26	500	0.40	EACH	BOLT, CARRIAGE, GALV, 3/8 X 4-1/2" W/NUT	200.00
	PON001438	6/16/26	125	3.09	EACH	CONNECTOR, SPLIT-BOLT, #2/0 CU	386.25
	PON001438	6/16/26	1	615.96	EACH	SWITCH OPERATING HANDLE FOR 69 KV, 1200A, UNITIZED SWITCH	615.96

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Wesco Distribution - Utility	PON001438	6/16/26	410	87.67	EACH	INSERT, EXT, LOAD-BREAK BUSHING, 200A, 25KV	35,944.70
	PON001438	6/16/26	370	13.81	PAIR	BRACE, CROSSARM, WOOD 38 X 18	5,109.70
						PON001438	**54,217.68**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001456	6/22/26	3	69.12	EACH	LABEL, TIE	207.36
	PON001456	6/22/26	8	11.76	BAG	LABEL,PMT TAGS, "A"	94.08
						PON001456	**301.44**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001467	6/29/26	100	8.45	PACK	INSECTICIDE, FIRE ANT, DUST, 4 OUNCE PACKETS	845.00
						PON001467	**845.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001468	6/29/26	10	407.64	EACH	GRIPS, KLEIN, SMALL 1684-74	4,076.40
	PON001468	6/29/26	6	59.20	EACH	GRIP, CABLE, PULLING, KELLEMS, 1"-1-1/2"	355.20
						PON001468	**4,431.60**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001475	6/30/26	3000	1.80	FOOT	CABLE, CONTROL, 12 AWG, 4/C, TYPE SO	5,400.00
	PON001475	6/30/26	32000	0.02	FOOT	TAPE,UNDERGROUND WARNING,3"W X 1000'L	491.84
	PON001475	6/30/26	9800	0.82	FOOT	CONDUIT, 2" PVC SCH 40.	8,036.00
	PON001475	6/30/26	2400	0.50	FOOT	3/8" WHITE ROPE, 12-STRAND, BRAIDED	1,200.00
	PON001475	6/30/26	30	4.99	EACH	FUSELINK, TYPE "K" 100 AMP	149.70
	PON001475	6/30/26	4500	0.16	EACH	SCREW, CUSHIONED LAG, 1/4" X 2"	720.00
	PON001475	6/30/26	40	6.08	EACH	CONNECTOR, COPPER UNICLAMP, 1/0-4/0	243.20
	PON001475	6/30/26	860	6.55	EACH	PIN, CROSSARM, 1" X 6"	5,633.00
	PON001475	6/30/26	6	20.45	EACH	FITTING, POLE, 2" SIDEWALK GUY	122.70
	PON001475	6/30/26	10	22.50	EACH	TAPE, CAUTION, BARRICADE	225.00
	PON001475	6/30/26	7	174.53	EACH	BUSHING, FEEDTHRU, 25 KV 200A LOADBREAK, PORTABLE	1,221.71
	PON001475	6/30/26	1	10.96	EACH	L.B. CONDUIT, PVC, 2"	10.96
	PON001475	6/30/26	50	1.98	EACH	CONNECTOR, PRL. GRVE. COMP., 500 X 2/0	99.00
	PON001475	6/30/26	912	10.49	EACH	GUARD, SQUIRREL/BIRD, 4" X 5.5"	9,566.88

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Wesco Distribution - Utility	PON001475	6/30/26	70	81.72	EACH	U-GUARD, 4", 10', LENGTH, TRUCK STOCK	5,720.40
	PON001475	6/30/26	7	385.00	EACH	COVER, COMPARTMENTAL PAD, 42" X 48"	2,695.00
	PON001475	6/30/26	576	14.37	EACH	INSULATOR, PIN-TYPE, ANSI 55-6	8,277.12
						PON001475	**49,812.51**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Wesco Distribution - Utility	PON001476	6/30/26	6000	7.24	FOOT	CABLE, CONTROL, 10 AWG, 12/C, EPR/CPE	43,440.00
						PON001476	**43,440.00**
						Wesco Distribution - Utility	**330,645.59**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Williams Printing & Office	PON001339	6/2/26	4	335.50	EACH	TO PURCHASE (4) 36X60 DILBOND SIGNS - "LAYDOWN YARD" – INVOICE # INV-51518 FOR LRS	1,342.00
	PON001339	6/2/26	1	285.00	EACH	TO PURCHASE (1) 33X81 RETRACTABLE BANNER KIT -"WATER-FIELD" – INVOICE # INV-51518 FOR LRS.	285.00
	PON001339	6/2/26	4	274.23	EACH	TO PURCHASE (4) 36X48 DILBOND SIGNS - "PPE BANNER PROJECT" – INVOICE # INV-51518 FOR LRS	1,096.92
						PON001339	**2,723.92**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Williams Printing & Office	PON001433	6/15/26	1500	0.75	EACH	TAG, "DANGER DO NOT OPERATE" POLYPRINT SYNT 14 MIL	1,125.00
						PON001433	**1,125.00**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Williams Printing & Office	PON001453	6/19/26	5	45.00	BOX	ENVELOPE,#10 WITH LOGO	225.00
						PON001453	**225.00**
						Williams Printing & Office	**4,073.92**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Yellow Crayons, LLC	PON001356	6/5/26	25	13.63	EACH	BOOKBAG, PWC BG203	340.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, MED, NAVY BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	10	39.19	EACH	JACKET, XL, NAVY BLUE, PWC J7710	391.90
	PON001356	6/5/26	25	17.79	EACH	SHIRT, PWC EMBROIDERED, LARGE, ROYAL BLUE, PWC K469	444.75

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Yellow Crayons, LLC	PON001356	6/5/26	25	20.90	EACH	SHIRT, PWC EMBROIDERED, 3XL, ROYAL BLUE, PWC K469	522.50
	PON001356	6/5/26	25	17.79	EACH	SHIRT, WOMEN, PWC EMBROIDERED, SMALL, ROYAL BLUE, PWC L469	444.75
	PON001356	6/5/26	25	6.50	EACH	T-SHIRT, XXL, LIGHT BLUE, SS, PWC CE10	162.50
	PON001356	6/5/26	25	7.47	EACH	T-SHIRT, XXXL, LIGHT BLUE, SS, PWC CE10	186.75
	PON001356	6/5/26	10	41.02	EACH	JACKET, 3XL, NAVY BLUE, PWC J7710	410.20
	PON001356	6/5/26	25	18.82	EACH	SHIRT, PWC EMBROIDERED, 2XL, ROYAL BLUE, PWC K469	470.50
	PON001356	6/5/26	25	17.79	EACH	SHIRT, WOMEN, PWC EMBROIDERED, MED, ROYAL BLUE, PWC L469	444.75
	PON001356	6/5/26	10	33.28	EACH	VEST, MED, NAVY BLUE, PWC CE702	332.80
	PON001356	6/5/26	10	33.28	EACH	VEST, LARGE, NAVY BLUE, PWC CE702	332.80
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, SMALL, ROYAL BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	6.50	EACH	T-SHIRT, XXL, ROYAL BLUE, SS, PWC CE10	162.50
	PON001356	6/5/26	25	7.47	EACH	T-SHIRT, XXX, NAVY BLUE, SS, PWC CE10	186.75
	PON001356	6/5/26	10	39.19	EACH	JACKET, MED, NAVY BLUE, PWC J7710	391.90
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, MED, LIGHT BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, LARGE, LIGHT BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, MED, ROYAL BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, SMALL, NAVY BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	17.79	EACH	SHIRT, WOMEN, PWC EMBROIDERED, LARGE, ROYAL BLUE, PWC L469	444.75
	PON001356	6/5/26	25	18.82	EACH	SHIRT, WOMEN, PWC EMBROIDERED, 2XL, ROYAL BLUE, PWC L469	470.50
	PON001356	6/5/26	10	33.28	EACH	VEST, XL, NAVY BLUE, PWC CE702	332.80
	PON001356	6/5/26	50	16.86	EACH	HAT, GOLF, WHITE, PWC NE201	843.00
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, LARGE, ROYAL BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, LARGE, NAVY BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	6.50	EACH	T-SHIRT, XX, NAVY BLUE, SS, PWC CE10	162.50
	PON001356	6/5/26	10	39.19	EACH	JACKET, SMALL, NAVY BLUE, PWC J7710	391.90
	PON001356	6/5/26	25	17.79	EACH	SHIRT, PWC EMBROIDERED, MED, ROYAL BLUE, PWC K469	444.75
	PON001356	6/5/26	10	33.28	EACH	VEST, WOMEN, SMALL, NAVY BLUE, PWC CE702W	332.80
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, XL, LIGHT BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, XL, NAVY BLUE, SS, PWC CE10	135.75

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
Yellow Crayons, LLC	PON001356	6/5/26	10	40.23	EACH	JACKET, 2XL, NAVY BLUE, PWC J7710	402.30
	PON001356	6/5/26	25	17.79	EACH	SHIRT, WOMEN, PWC EMBROIDERED, XL, ROYAL BLUE, PWC L469	444.75
	PON001356	6/5/26	25	7.47	EACH	T-SHIRT, XXX, ROYAL BLUE, SS, PWC CE10	186.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, SMALL, LIGHT BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	10	39.19	EACH	JACKET, LARGE, NAVY BLUE, PWC J7710	391.90
	PON001356	6/5/26	10	35.42	EACH	VEST, 2XL, NAVY BLUE, PWC CE702	354.20
	PON001356	6/5/26	25	19.99	EACH	BLANKET, PWC B30X40	499.75
	PON001356	6/5/26	25	5.43	EACH	T-SHIRT, XL, ROYAL BLUE, SS, PWC CE10	135.75
	PON001356	6/5/26	25	17.79	EACH	SHIRT, PWC EMBROIDERED, XL, ROYAL BLUE, PWC K469	444.75
						PON001356	**13,002.50**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Yellow Crayons, LLC	PON001366	6/5/26	1	16.83	EACH	SHIRT, PWC EMBROIDERED, XXL, WHITE, K469	16.83
	PON001366	6/5/26	60	11.69	EACH	CAP, UNIFORM, ADJUSTABLE/FITS ALL, NAVY BLUE, PWC LOGO. #112 WHITE THREAD	701.40
						PON001366	**718.23**
Supplier Name	**PO Number**	**PO Date**	**PO Qty**	**Avg Value**	**UOM**	**Item Description**	**PO Amount**
Yellow Crayons, LLC	PON001448	6/19/26	7	5.42	EACH	T-SHIRT, MED., NAVY BLUE, SS, STYLE PC340	37.94
						PON001448	**37.94**
						Yellow Crayons, LLC	**13,758.67**

Supplier Name	PO Number	PO Date	PO Qty	Avg Value	UOM	Item Description	PO Amount
e-sens	PON001329	6/1/26	3	3,600.00	EACH	TO PURCHASE: QTY (3) ROAM BASE UNIT DEVICES FOR ANALYTICAL TESTING FOR REGULATORY SAMPLING AT THE WATER TREATMENT FACILITIES.	10,800.00
	PON001329	6/1/26	16	3,300.00	EACH	TO PURCHASE: QTY (16) 13 PARAMETER CARTRIDGES FOR ANALYTICAL TESTING FOR REGULATORY SAMPLING AT THE WATER TREATMENT FACILITIES.	52,800.00
						PON001329	**63,600.00**
						e-sens	**63,600.00**

Customer Utility Payments By Payment Type														Percentage Comps:		
Payment Type	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jun-26	FY25 (Jul 24-June 25)	FY26 (July - Current)
Bill2Pay WEB	48,948	52,695	53,890	50,948	54,701	50,838	53,917	55,513	52,661	54,014	54,867	55,029	53,069	44.65%	41.51%	44.23%
Bank Draft	23,502	23,540	23,489	23,479	23,328	23,560	23,580	23,637	23,648	23,698	23,708	23,803	23,921	20.13%	19.30%	19.52%
Bill2Pay IVR	16,478	17,266	17,240	16,765	17,566	15,139	16,663	16,604	16,201	16,659	16,710	16,429	15,904	13.38%	14.96%	13.72%
Mail	10,764	11,303	10,507	12,363	12,647	9,825	12,765	10,702	11,445	10,391	10,826	10,041	9,684	8.15%	10.04%	9.13%
Online Banking / EBox	7,926	8,920	8,215	8,143	9,024	7,567	8,809	7,506	8,059	7,706	7,969	7,760	8,190	6.89%	7.29%	6.74%
Drive Thru	3,878	4,077	4,008	4,073	4,269	3,488	4,443	3,869	3,839	3,822	3,882	3,771	3,819	3.21%	3.48%	3.26%
Western Union	3,275	3,461	3,433	3,333	3,541	3,343	3,436	3,035	3,184	3,367	3,555	3,564	3,554	2.99%	2.60%	2.81%
Kiosk	782	879	926	796	879	724	253	764	673	691	736	724	709	0.60%	0.76%	0.60%
Depository	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	0.06%	0.00%
Walk Ins	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	0.00%
Totals	115,553	122,141	121,708	119,900	125,955	114,484	123,866	121,630	119,710	120,348	122,253	121,121	118,850	100.00%	100.00%	100.00%

CAREER OPPORTUNITIES

ORACLE APPLICATION ANALYST (C2M/CCS) (10641)

Job Info

Organization
Fayetteville Public Works Commission

Job Grade
414

Locations
Fayetteville, NC, United States

Work Locations

Posting Visibility
Internal

Full Time or Part Time
Full time

Travel Required
No

Posting Date
7/17/26

Published Job End Date
7/21/26 10:30 AM

Workplace
Hybrid

Schedule
Monday-Friday 8:00 AM-5:00 PM

Salary Range
Grade- 414 $81,932.46-$107,946.02/ Salary

FLEET OPERATIONS ANALYST (10642)

Job Info

Organization
Fayetteville Public Works Commission

Job Grade
412

Locations
Fayetteville, NC, United States

Work Locations

Posting Visibility
External

Full Time or Part Time
Full time

Travel Required
No

Posting Date
7/15/26

Schedule
Monday-Friday 7:00am-4:00pm Extended hours as required

Salary Range
Grade 412 $66,259-$87,296/Exempt

City of Fayetteville

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

City Council Action Memo

File Number: 26-0487

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Staff Reports

Agenda Number: 8.01

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 10, 2026**

RE:
Receive the FY26 Yearend 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 February 2025, the City Council refined the strategic direction for the City by identifying five key priorities for FY 2026. These priorities were formally adopted at the May 2025 City Council Meeting as part of the City's FY 2026 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 Yearend Strategic Performance Report, as of June 30, 2026, 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 FY26 Yearend Strategic Performance Report

2) City Council rejects the FY26 Yearend Strategic Performance Report and provides additional direction to the City Manager.

Recommended Action:
City Council accept the FY26 Yearend Strategic Performance Report.

Attachments:
FY26 - Strat Plan Priorities Performance_ Yearend
FY26 - Scorecard KPI_MASTER_ Yearend

FY26 Strategic Priorities:
Q4 Performance Update

Office of Strategic & Performance Analytics (SPA)
Chris Lowery – Manager
Andrew Brayboy – Sr. Analyst

FAYETTEVILLE NC

Connecting Data with Impact

Significant Progress

The City of Fayetteville made significant strides toward our FY26 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.

Performance Data

We'll review key performance on strategic priorities set by the City Council, focusing on Q4 – FY26.

DATA → INSIGHT → IMPACT

FAYETTEVILLE NC FY26 Strategic Priorities Overview

1. Ongoing commitment to a comprehensive approach to community safety.

2. Enhance economic growth throughout the City.

3. Continue the City's commitment to revitalization efforts and housing needs.

4. Evaluate and expand transportation and other connectivity for residents.

5. Increase Parks and Recreation opportunities for youth engagement and interaction.

PRIORITY 1: Comprehensive Community Safety

1. Ongoing commitment to a comprehensive approach to community safety.

KPI[1]	Owner	Qtr 4	FY26 Actuals	FY26 Target
Total # of Unique Interactions at Fayetteville Cares Day Resource Center (FCDRC)	ECD	276	1,360	1,200
Total # of Interactions at FCDRC	ECD	2,852	10,969	11,750
# of Active Community Partners at FCDRC	ECD	52	52	30
# of Community Safety Micro-Grants Awarded	ECD/OCS	0	42	46
$ Amount of Community Safety Micro-Grant Funding Invested in the City	ECD/OCS	$0	$199,500	$ 200,000
FFD Average Actual Dollar Loss/Save Ratio Percentage.	Fire	94.33%	94.33%	94%
90th percentile total emergency response time (in minutes)	Fire	7:31	7:17	7:20
% decrease in reported incidents of violent crime compared to baseline data	FPD	-5%	-13%	-8%
Average Police Department response time for priority 1 calls (in seconds).	FPD	407.33	460.83	600
# of individuals accessing mental health services through liaison.	OCS	32	218	200
Average response time of mental health liaisons or crisis intervention teams to mental health crises (mins)	OCS	20	20	TBD
# of community outreach events hosted and supported by OCS	OCS	47	236	125
# of linear feet of open conveyances repaired, maintained and inspected	Public Services	39,817	65,303	41,500
# of stormwater assets inspected	Public Services	17,216	55,282	12,000
# of linear feet of closed-circuit television inspection of closed conveyances	Public Services	12,338	38,867	58,000

FAYETTEVILLE NC
ECONOMIC & COMMUNITY DEVELOPMENT

PRIORITY 2: Economic Growth

2. Enhance economic growth throughout the City.

KPI[1]	Owner	Qtr 4	FY26 Actuals	FY26 Target
$ amount of workforce development funding secured	CMO	N/A	N/A	N/A
# of Jobs Created through ECD Grants and Loans	ECD	23%	174	135
# of Jobs Retained through ECD Grants and Loans	ECD	7	63	35
# of Small Businesses Supported through City-Partner Programs	ECD	1	5	5
Amount of ECD Funds Invested in Small Business Programs	ECD	$8,491.00	$49,605.00	$175,000
Amount of ECD Funds Invested in the City through Grants and Loans	ECD	$2,884,203	$8,233,700	$7,303,153
Submittal of NPDES Annual Report to NCDEQ	Public Services	No	Yes	Yes
# of commercial building permits issued	Development Services	329	496	250
# of residential building permits issued	Development Services	233	742	1000

FCEDC
FAYETTEVILLE /CUMBERLAND CO.
ECONOMIC DEVELOPMENT

3. Continue the City's commitment to revitalization efforts and housing needs.

KPI[1]	Owner	Qtr 4	FY26 Actuals	FY26 Target
$ amount of ECD funds invested in the city through grants and loans	ECD	$2,884,203	$8,233,700	$7,303,153
# of Educational/Outreach Events ECD Hosts/Participates In	ECD	669	892	100
# of Single-Family Affordable Housing Units Leveraged via ECD Funding	ECD	0	9	4
# of Multi-Family Affordable Housing Units Leveraged via ECD Funding	ECD	0	84	5
# of Homeowners Assisted with Critical and Emergency Repairs	ECD	9	17	50
# of First-Time Home Buyers Assisted with Homebuyer HERO Funding	ECD	20	47	10
# of Blighted Structures Demolished (CDBG Funded)	ECD / Development Services	5	10	10
# of Blighted Structures Demolished (Non-CDBG Funded)	ECD / Development Services	3	19	3
% referrals of dangerous structures	Development Services	100%	100%	100%
% of funding allocated for demolition, utilized for demolition	Development Services	46.4%	46.4%	100%
# of properties identified and evaluated for potential receivership	CAO	0	0	2

PRIORITY 4: Transportation & Connectivity

4. Evaluate and expand transportation and other connectivity for residents.

KPI[1]	Owner	Qtr 4	FY26 Actuals	FY26 Target
# of recommendations implemented from Transit's most recent Title VI Survey Analysis	Transit	3	3	TBD
# of transit routes with 30-min frequency or less	Transit	5	0.05	TBD
% of routes with 30-min frequency or less	Transit	28%	27.9%	35%
Transit service reliability rate (% of on-time trips)	Transit	75%	76%	75%
# of City transportation and connectivity plans incorporated into GIS Master Overlay Map	IT	18	18	10
# of public-private partnerships (PPP) initiated around air service.	Airport	N/A		TBD
# of communication efforts promoting transportation options	MarComm			TBD
# of Linear feet of available trails	PRM	60720	60720	TBD
# of miles of roadway resurfaced and alternate pavement preservation techniques applied	Public Services	19.24	63.19	39
# of linear feet of sidewalk constructed through City and private development projects	Public Services	7,403	39,447	28,500

PRIORITY 5: P&R Youth Engagement

5. Increase Parks and Recreation opportunities for youth engagement and

KPI[1]	Owner	Qtr 4	FY26 Actuals	FY26 Target
# of total participants for Orange St. school project.	PRM	3210	3210	500
# of students served through Orange St. STEM or similar school-based initiatives	PRM	1577	1577	150
# of new programming opportunities.	PRM	12	12	0
# of new hours available for youth engagement and interactions.	PRM	278	278	75
# of granting opportunities applied for.	PRM	4	4	0
$ value of granting opportunities applied for.	PRM	$33,000	$33,000	$35,000
$ value of grants received.	PRM	$5,000	$5,000	$35,000
# of youth participants enrolled in the CIT program.	PRM	144	144	50
# of youth participants enrolled in the Junior Officials program.	PRM	12	12	23
# of youth participants enrolled in the FCYC.	PRM	62	62	50
# of youth participants enrolled in the ACE program.	Airport			30
# of youth participants enrolled in the PALs program.	FPD	20	217	120
Amount of ECD Funds Invested in Parks & Recreation Projects	ECD	$19,496	$88,441	TBD
% of 2018 Pedestrian Sidewalk Plan Completed (# projects completed/# of identified projects)	Public Services	100.0%	100.0%	100.0%
# of new youth engaged in Parks & Recreation programming through OCS coordination.	OCS	0	314	250
# of Parks & Rec events/programs co-hosted or supported by	OCS	0	14	10

Next Steps

01 Close out of “FY26 Council Priorities Action Plans”.

02 Begin implementation and performance monitoring of “FY27 Council Priorities Action Plans”.

03 Present Q1 Performance Report to Council in October.

04 **Council Feedback:** Feedback from tonight’s update will help guide priority areas and resource alignment moving forward.

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GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	FFD Average Actual Dollar Loss/Save Ratio Percentage.	Fire Department	Imagetrend RMS	97.3%	96.4%	92.2%	94.3%	95.1%	94.0%	1%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	90th percentile total emergency response time	Fire Department	Imagetrend RMS	6:54	7:25	7:19	7:31	7:17	7:20	-1%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	% of structure fires confined to room of origin	Fire Department	Imagetrend RMS	68.0%	72.0%	62.6%	57.5%	65.0%	60.0%	8%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	% of structure fires starting in the kitchen	Fire Department	Imagetrend RMS	34.0%	42.0%	19.7%	19.0%	28.7%	45%	-36%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	% of new construction properties in compliance with fire codes upon initial inspection.	Fire Department	Imagetrend & IDT RMS	87%	78%	76.3%	68.0%	77.3%	70%	10%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.1: To fully prepare for emergency and disaster response.	% of all NC General Statue mandatory inspections completed annually	Fire Department	Imagetrend & IDT RMS	71.0%	85%	85.1%	89.0%	82.5%	80%	3%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.2: To ensure traffic and pedestrian safety.	Traffic collisions per 1,000 residents	Police Department	RMS	10.6	11.1	9.5	10.7	10.4	10	4%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.2: To ensure traffic and pedestrian safety.	Ratio of traffic violations for safe movement to traffic collisions	Police Department	RMS	3.19	5.4	7.35	6.49	5.6075	2.77	102%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.3: To ensure low incidence of property and violent crime.	% change in Total Crimes	Police Department	RMS	-0.5%	2.8%	3.3%	10.2%	3.9%	-9.0%	13%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.3: To ensure low incidence of property and violent crime.	% of scheduled community watch group meetings attended by FPD	Police Department	Community Affairs	100%	100%	100.0%	100.0%	100.0%	100%	0%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.3: To ensure low incidence of property and violent crime.	Average Police Department response time for priority 1 calls (in seconds).	Police Department	Police	531	463	442	407	461	600	-23%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	# of community outreach events for FFD	Fire Department	Imagetrend RMS	164	274	97	104	639	10	6290%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	# of community outreach events for FPD	Police Department	Community Affairs	41	35	14	53	143	90	59%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	$ of community safety micro-grant funding invested in the City	Economic & Community Development	Neighborly App & Internal Docs.	$84,500	$0	$115,000	$0	$199,500	$200,000	0%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	# of community safety micro-grant awarded	Economic & Community Development	Neighborly application	20	0	22	0	42	46	-9%
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	% satisfaction with how quickly police respond to emergencies.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	% satisfaction with overall quality of fire protection and rescue services.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	% satisfaction with overall police relationship with your community.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	Objective 1.4: To engage citizens in community watch and safety events.	% satisfaction with the City's efforts to prevent crime.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.1: To ensure a diverse City tax base.	# of commercial building permits issued	Development Services	IDT	35	57	75	329	496	250	98%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.1: To ensure a diverse City tax base.	# of residential building permits issued	Development Services	IDT	211	165	133	233	742	1,000	-26%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.1: To ensure a diverse City tax base.	# of based aircraft maintained at Fayetteville Regional Airport	Airport	Airport Master Record (5010)	58	58	72	67	64	58	10%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.1: To ensure a diverse City tax base.	% satisfaction overall strength of Fayetteville's economy	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.2: To invest in community places to ensure. revitalization and increase quality of life.	# of dangerous and/or blighted structures removed	Development Services	IDT	18	19	26	29	92	60	53%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.2: To invest in community places to ensure. revitalization and increase quality of life.	% satisfaction overall quality of life in the City	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.	# of jobs created through ECD and FCEDC	Economic & Community Development	ECD & FCEDC	124	13	14	23	174	135	29%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.	# Jobs retained through ECD grants and loans	Economic & Community Development	Neighborly & Internal Documents	31	16	9	7	63	35	80%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.	$ amount of ECD funds invested in the city through grants and loans	Economic & Community Development	Neighborly & Internal Documents	$1,613,793	$1,748,993	$1,986,711	$2,884,203	$8,233,700	$7,303,153	13%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.	% satisfaction overall availability of employment opportunities in Fayetteville	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.4: To sustain a favorable development climate to encourage business growth.	% vacancy rate in city (Office, Industrial, Retail)	Strategc & Performance Analytics (SPA)	FCEDC	6.23%	5.78%	5.75%	0.00%	5.92%	6.00%	-1%
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	Objective 2.4: To sustain a favorable development climate to encourage business growth.	% satisfaction overall quality of businesses, services, and retail in Fayetteville	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems.	Miles of Streets Resurfaced	Public Services	PAVER	14.7	14.7	14.7	19.2	44.0	39	13%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems.	% of streets rated with a Pavement Condition Index (PCI) of 71 or greater.	Public Services	PAVER	90%	90%	90.0%	90.0%	90.0%	90%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems.	% of traffic signal intersection equipment meeting NCDOT standards of inspection biannually	Public Services	Cityworks	100%	100%	100.0%	100.0%	100.0%	100%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems.	% of City infrastructure that meets standards of preparation for a 10-year storm	Public Services	GIS	81%	81%	81.0%	81.0%	81.0%	85%	-5%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems.	% of eligible Drainage Assistance Plan (DAP) projects that received funding	Public Services	SWAB Agenda	100%	100%	100.0%	100.0%	100.0%	100%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.2: To manage the City's future growth and strategic land use.	$ Projected contractor valuation for residential and commercial building permits issued	Development Services	IDT	$92,662,082	$40,815,611	$51,595,404	$88,878,551	$273,951,648	$300,000,000	-9%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.2: To manage the City's future growth and strategic land use.	% satisfaction overall with how well the City is planning for growth	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.3: To sustain a favorable development and business climate through timely and accurate construction review and building inspection services.	# of trades inspections (Residential & Commercial)	Development Services	IDT	5,861	4,605	5,291	5,703	21,460	29,000	-26%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.3: To sustain a favorable development and business climate through timely and accurate construction review and building inspection services.	% of trades inspections completed within the state mandated deadline	Development Services	IDT	100%	100%	100%	100%	100%	100%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.3: To sustain a favorable development and business climate through timely and accurate construction review and building inspection services.	# Construction plans reviewed	Development Services	IDT	1,635	1,312	2,165	2,571	7,683	7,500	2%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.3: To sustain a favorable development and business climate through timely and accurate construction review and building inspection services.	% of construction plan reviews completed within the state mandated deadline	Development Services	IDT	100%	100%	100%	100%	100%	100%	0%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement.	# of code enforcement violation cases opened	Development Services	Cityworks and Master Report	3,366	3,850	4,025	3,767	15,008	13,200	14%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement.	% of violations resolved by property owner	Development Services	Cityworks	93.4%	78.6%	71.2%	75.4%	79.7%	70%	14%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement.	% of code enforcement cases opened proactively	Development Services	Cityworks and Master Report	63.6%	85.4%	83.2%	74.4%	76.7%	70%	10%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement.	% of structures removed from dangerous and/or blighted status due to owner compliance	Development Services	Cityworks	66.7%	74.2%	62.5%	86.0%	72.4%	50%	45%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement.	% satisfaction overall enforcement of codes and ordinances	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.5: To increase our smart city capacity.	% uptime of Network Infrastructure Services	Information Technology	IT Office Records	99.72%	99.99%	98.36%	99.52%	99.40%	99.98%	-1%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Objective 3.5: To increase our smart city capacity.	% of uptime for City websites	Information Technology	Monsido software	99.98%	99.97%	99.99%	99.55%	99.87%	99.98%	0%

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	Average load factor percentage	Airport	Airline Monthly Report	86.2%	80.6%	80.0%	80.0%	81.7%	80.0%	2%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	# of enplaned/deplaned passengers	Airport	Airline Monthly Report	94,000	173,654.00	242,270	329,602	839,526	340,000	147%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	# of total fixed route transit passengers annually	Transit (FAST)	APC Data - UTA	366,159	333,025	284,562	330,844	1,314,590	1,506,829	-13%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	# of total FASTTRAC! transit passengers annually	Transit (FAST)	RouteMatch	11,266	10,628	9,548	10,555	41,997	55,000	-24%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	On-time performance of fixed route transit services	Transit (FAST)	APC Data - UTA	76.0%	77.0%	75.0%	71.5%	74.9%	75.0%	0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	On-time performance of FASTTRAC! transit services	Transit (FAST)	RouteMatch	93.0%	90.0%	89.0%	89.1%	90.3%	85.0%	6%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	% of bus stops with shelters and/or benches	Transit (FAST)	Staff - GIS Layers	25.3%	25.3%	22.80%	22.8%	24.0%	27.0%	-11%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	% satisfaction with the condition and usability of the airport	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.1: To maintain public transportation investments with high quality transit and airport services.	% satisfaction with the availability of public transportation	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.2: To enhance diverse recreation, leisure, and cultural opportunities.	# of total parks and recreation registered athletic participants	Parks & Recreation	RecTrac	5,894	8,098	11,552	12,295	12,295	12,981	-5%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.2: To enhance diverse recreation, leisure, and cultural opportunities.	# of total parks and recreation registered non-athletic participants	Parks & Recreation	RecTrac	5,948	10,401	14,404	17,271	17,271	25,252	-32%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.2: To enhance diverse recreation, leisure, and cultural opportunities.	# of paid swimming pool patrons	Parks & Recreation	RecTrac	27,216	27,216	27,216	54,119	54,119	66,377	-18%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.2: To enhance diverse recreation, leisure, and cultural opportunities.	% satisfaction overall quality of Parks and Recreation programs and services	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.3: To improve mobility and connectivity through sidewalk, trail, and bike lane investments.	% of roadways with a sidewalk and/or bicycle lane	Public Services	GIS	39%	39%	39%	39.0%	39.0%	40%	-3%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.3: To improve mobility and connectivity through sidewalk, trail, and bike lane investments.	# of linear feet of all sidewalks installed	Public Services	Cityworks	2,604	21,061	8,379	7,403.0	39,447.0	28,500	38%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.3: To improve mobility and connectivity through sidewalk, trail, and bike lane investments.	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	-5%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.3: To improve mobility and connectivity through sidewalk, trail, and bike lane investments.	% satisfaction overall condition of sidewalks	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	# 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	0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	# of City Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	662	2,175	1,634	1,843.0	6,314.0	2,500	153%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	# of DOT Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	286	1,080	684	812.0	2,862.0	6,000	-52%

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	% of Diversion rate for recycling	Public Services	Solid Waste Office Records	33%	32%	25.0%	30.0%	30.0%	40%	-25%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	% of Successful solid waste Collection	Public Services	Solid Waste Office Records	99.97%	99.98%	99.98%	99.98%	99.98%	99.97%	0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	% of self-correction after solid waste notice of violation	Public Services	Solid Waste Office Records	92%	91%	94.0%	93.0%	93.0%	90%	3%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	% of all illegal dump sites mitigated within 5 business days	Public Services	Solid Waste Office Records	85.0%	87%	87.0%	90.0%	87.3%	90%	-3%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	Litter index	Parks & Recreation	Sustainable Sandhills	N/A	N./A	1.96	1.96	1.96	2.00	-3%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.4: To provide a clean and beautiful community with increased green spaces.	% satisfaction overall quality of solid waste services	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	-2%
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.	# of single-family affordable housing units leveraged via ECD funding	Economic & Community Development	Internal Count	9	0	0	0	9	4	125%
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.	# of multi-family affordable housing units leveraged via ECD funding	Economic & Community Development	Neighborly Application	0	84	0	0	84	5	1580%
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.	# of first-time home buyers assisted with Homebuyer HERO funding	Economic & Community Development	Internal Count	13	9	5	20	47	10	370%
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.	# of homeowners assisted with critical and emergency repairs	Economic & Community Development	Internal Documents	1	5	2	9	17	50	-66%
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.	% satisfaction overall quality of life in your neighborhood	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	-66%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.6: To reduce poverty and homelessness.	# of unique interactions at Fayetteville Cares Day Resource Center (FCDRC)	Economic & Community Development	Manna Dream Center	545	306	233	276	1,360	1,200	13%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.6: To reduce poverty and homelessness.	Total # of interaction at FCDRC	Economic & Community Development	Manna Dream Center	3,183	2,289	2,645	2,852	10,969	11,750	-7%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Objective 4.6: To reduce poverty and homelessness.	# of active community partners at FCDRC	Economic & Community Development	Manna Dream Center	42	45	49	52	52	30	73%

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	# of financial compliance findings reported in prior year annual financial audit	Finance	ERP	0	0	2	2	2	0	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	PO Timeliness (days)	Finance	ERP	2	2	2	2	2	2	0%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	Time to pay (business days)	Finance	ERP	5	1	5	1	3	5	-40%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	Financial Audit Timeliness (days)	Finance	ACFR Filing	0	0	0	0	0	0	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	Grant Reporting Timeliness (days)	Finance	Mutliple Documents	0	0	0	0	0	0	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	Solicitation Timeliness (days)	Finance	Department Documents	14	14	14	14	14	14	0%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	General obligation bond rating	Finance	Bond Rating Agency	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+	Met
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	% Fleet availability	Finance	AssetWorks	97.0%	98.0%	96.9%	97.0%	97.2%	98%	-1%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.	Average Fleet turnaround time (within 72 hrs)	Finance	AssetWorks	82.0%	82.0%	85.0%	87.0%	84.0%	80%	5%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.2: To identify and achieve efficiencies through innovation and technology utilization, by increasing data driven decisions and using business intelligence strategies.	Avg # of days to close a FayFixIT ticket	City Manager's Office	FayFixIT	4.4	3.6	4.4	5.4	4.5	5.0	-11%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.2: To identify and achieve efficiencies through innovation and technology utilization, by increasing data driven decisions and using business intelligence strategies.	% satisfaction overall quality of services provided by the City	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	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.	Objective 5.3: To promote an organizational climate that fosters an exceptional, diverse, engaged, and healthy workforce that delivers excellent services.	Retention Rate	Human Resources Department	HRD Office Records	85.0%	96.7%	96.5%	96.0%	93.6%	80.0%	17%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.3: To promote an organizational climate that fosters an exceptional, diverse, engaged, and healthy workforce that delivers excellent services.	Mean Response of employees satisfied with their job	Human Resources Department	Employee Survey	80%	80.2%	80.2%	80.2%	80.2%	80.2%	0%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Objective 5.3: To promote an organizational climate that fosters an exceptional, diverse, engaged, and healthy workforce that delivers excellent services.	% of employees who would recommend the City as a good place to work.	Human Resources Department	Employee Survey	74%	74.0%	74.0%	74.0%	74.0%	74.0%	0%

GOAL	OBJECTIVE	KPI[1]	OWNER	DATA SOURCE	QTR 1	QTR 2	QTR 3	QTR 4	FY26 ACTUALS	FY26 TARGETS	% VARIANCE of TARGET
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.	% of city contracts award to LSDBE	Finance	ERP	50%	32%	31.9%	28.7%	35.6%	40%	-11%
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.	% satisfaction level of public involvement in local decisions	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	Total # of public records requests	Marketing & Communications	NEXT REQUEST	1,692	1,477	1,271	1,088	5,528	2,500	121%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	Total # of Social Media Audiences	Marketing & Communications	Sprout Social	76,441	74,088	75,916	80,988	76,858	88,000	-13%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	Total # of website visits	Marketing & Communications	Monsido	282,067	265,590	275,781	294,785	1,118,223	1,102,500	1%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	Average wait time (secs) for 1FAY call center	City Manager's Office	RingCentral	105	124	91	82	101	120	-16%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	Total Calls Answered	City Manager's Office	RingCentral	14,588	12,132	12,805	13,778	53,303	54,000	-1%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	% satisfaction with overall customer service	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	% of residents who felt the city is moving in the right direction	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service.	% satisfaction with Time it took for residents requests to be answered	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	# of Boards and Commission Applicants	City Clerks Office	Granicus	47	16	21	24	108	160	-33%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	Total # of social media impressions	Marketing & Communications	Sprout Social	2,823,262	2,008,472	3,000,314	1,875,467	9,707,515	6,240,000	56%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	Total # of Podcast views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	14,807	6,923	11,259	11,520	44,509	52,000	-14%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	Total # of Video views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	37,420	611,233	377,851	270,788	1,297,292	520,000	60%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	# of FayFixIT Users	City Manager's Office	FayFixIT	11,732	11,927	12,191	12,383	12,058	12,230	-1%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	# of Housing Educational/Outreach Events ECD Hosts/Participates In	Economic & Community Development	Internal Documents	8	27	188	669	892	100	792%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	% of residents very satisfied or satisfied with the availability of information about city programs and services	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration, and empowerment.	% satisfaction overall effectiveness of communication with the public	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A	N/A	N/A	N/A	N/A

City of Fayetteville

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

City Council Action Memo

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Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 9.01

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

THRU: **Jodi Phelps - Assistant City Manager**
Dr. Gerald Newton, AICP - Development Services Director
Jennifer C Baptiste, CZO - Planning & Zoning Division Manager

FROM: **Craig Harmon, CZO - Senior Planner**

DATE: **August 10, 2026**

RE:
TA26-01 - Unified Development Ordinance (UDO) Text Amendments: Telecommunications and Data Storage Facilities (Data Centers)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
The FY2025 Strategic Plan frames the City's efforts around providing quality, sustainable public services that help communities thrive, and businesses grow, while promoting a vision of a city that is safe, prosperous, innovative, and unified. The TA26-01 data center amendments support this framework by establishing clear, manageable rules for an emerging, infrastructure-heavy land use, while maintaining a focus on measurable impacts and predictable, transparent review. The package reduces ambiguity in the UDO, aligns entitlements with suitable locations, and adds standards designed to be enforceable over time - exactly the kind of "forward-thinking" and data-informed governance described in the Strategic Plan.
Under Goal I (Safety & Security), the amendments enhance the City's ability to prevent and respond to operational issues that could become public safety concerns if unregulated. Data centers can incorporate high-voltage electrical systems, fuel storage, generator equipment, and other specialized components that operate continuously. By clearly defining their use and applying use-specific standards based on actual impacts - especially noise and operational controls - the ordinance package reduces nuisance conditions that lead to complaints and repeated enforcement actions. It also helps ensure the city can hold operators to objective, verifiable requirements. In short, the amendments promote a safer and more secure community by establishing clearer expectations upfront and more dependable compliance tools after construction.
Under Goal II (Diverse & Viable Economy), the amendments promote a stable development environment while protecting the community from unnecessary conflicts. A key economic development concern for any emerging use is certainty: applicants and residents need to understand what the use is, where it may be located, and what performance expectations apply. TA26-01 advances the Strategic Plan's goals related to maintaining a diverse tax base, leveraging partnerships for job creation and retention, and fostering a positive development climate by (1) defining and clearly naming the use to prevent ad hoc regulation, (2) placing it in the Use Table with

explicit approval pathways, and (3) reserving discretionary review for higher-impact external proposals (such as facilities with an on-site Energy Center). This approach enhances predictability for responsible projects in suitable employment zones while allowing the City to address site-specific compatibility concerns where impacts are more likely.

Under Goal III (City Investment Planning), the relationship is straightforward. The Strategic Plan highlights managing future growth and strategic land use, ensuring timely and precise development review, strengthening code enforcement, and expanding “smart city” capabilities. Data centers, being dependent on utilities and infrastructure, can impose substantial demands on electric capacity, water/sewer systems, and transportation logistics during construction. TA26-01 aligns with this goal by combining land use directives (entitlements) with submission and operational standards that encourage early coordination and clearer documentation. This approach helps the City plan infrastructure proactively, minimizes surprises late in the review process, and promotes more consistent enforcement because the required documentation and performance standards are codified in the ordinance rather than negotiated informally.

Under Goal IV (Live, Work, & Recreate), the amendments enhance the Strategic Plan’s focus on improving quality of life by increasing compatibility at neighboring edges and addressing airport-related issues. The use-specific standards aim to reduce common sources of long-term friction - such as noise, outdoor equipment placement, and screening - to ensure that growth in employment areas does not negatively impact nearby residential communities. Additionally, the airport overlay amendment directly supports the Strategic Plan’s objective to maintain high-quality transit and airport services by requiring development features related to large industrial campuses to undergo compatibility reviews. This approach improves safety, minimizes avoidable conflicts with airport operations, and aligns with the City’s broader mobility and connectivity goals.

Under Goal V (Financially Sound City), TA26-01 promotes fiduciary accountability and service excellence by making the development review and enforcement process more efficient and defensible. Clear definitions decrease staff time spent on interpretive disputes. Use-table clarity reduces uncertainty for applicants and the City. Objective, enforceable standards lower repeated complaint cycles and help staff focus on measurable compliance rather than subjective judgement calls. The tailored parking and loading standards also support efficient land use and prevent unnecessary overbuilding, which can lead to long-term maintenance and stormwater issues. Overall, the amendments help the City deliver consistent, high-quality service with fewer avoidable administrative costs.

Under Goal VI (Collaborative Government), the amendments align with the Strategic Plan’s focus on trust, transparency, and productive engagement with residents, businesses, and partner agencies. A key source of public mistrust in land use regulation is inconsistency - when outcomes depend on interpretation rather than clear rules. TA26-01 reduces that risk by clarifying the City’s expectations and structuring decisions around predictable triggers and submittals. Equally important, the package promotes collaborative implementation: it emphasizes clear coordination points with utilities and airport-related reviews, and it reinforces accountability by requiring designated points of contact and documented compliance processes. This approach supports informed public discussion, boosts confidence in City procedures, and makes

it easier for stakeholders to understand how and why decisions are made.

Executive Summary:

TA26-01 is a package of UDO text amendments that establishes a clear, enforceable framework for Telecommunications and Data Storage Facilities (data centers). The amendments do three things: define the use precisely (including principal versus accessory forms), place it in the Use Table with clear entitlements by zoning district, and add targeted, use-specific standards that address the impacts most likely to affect nearby properties and City operations. The package also adjusts parking/loading expectations to reflect the operational realities of data centers and updates the Airport Overlay District to ensure early compatibility review where height, lighting, cranes, and related features could impact airport operations.

The overall approach is impact-based and designed to improve predictability, fairness, and enforceability. Lower-impact forms of use have a clearer pathway in suitable employment and industrial districts, while proposals with higher external impact potential - especially those including an on-site Energy Center - are structured for discretionary review and conditions when necessary. By reducing interpretive ambiguity and linking requirements to objective standards (such as compatibility at residential edges, equipment placement and screening, noise compliance and verification, utility coordination documentation, and operational points of contact), TA26-01 promotes responsible economic development, protect neighborhood livability, and enhances the City's ability to administer and enforce the ordinance over time.

Note: This report and its attachments are unchanged from the materials previously presented to the Planning Commission and City Council. The only substantive update is the revised timeline included in the Background section.

Background:

The City's data center work has been organized as a deliberate "production-ready" effort: to treat data centers as a distinct land use, to resolve open policy questions (such as their proper placement and applicable entitlement tools), and to convert known operational impacts into enforceable development standards that can be reviewed consistently during site plan and permit reviews. A working group was convened as a cross-department, cross-stakeholder forum - including Planning, Zoning, Airport, PWC Electric, Fire Marshal, Development Services, Public Services, IT, and FCEDC, with Planning Commission representation - to test the framework and identify specific edits that staff could incorporate into the final ordinance package. The goals were practical: confirm the entitlement approach, define what a complete Utility Impact Statement should include and how it should be routed, and establish a unified method for addressing campus scale, phasing, aggregation, and impact-based triggers.

The need for these amendments stems from a simple code gap: "data center" is not currently a clear, defined, enforceable use category in the UDO. Without that clarity, the use can shift into whatever classification is most convenient with each case. This results in inconsistent entitlements, uncertain standards, and weak enforcement power - exactly the conditions that lead to disputes during plan review and complaints after occupancy. Staff's goal has been to establish a predictable pathway for suitable locations while directly regulating the off-site externalities that actually occur: the placement and screening of large outdoor mechanical and electrical yards, the timing

and noise levels of generator testing, utility demand levels, and operational features (like on-site power generation) that significantly alter a project's impact.

This end product results from an iterative process that started with an initial five-part draft ordinance package presented to the Planning Commission in October 2025. During the January 2026 working group session, staff explicitly referred to that earlier package as the "current draft ordinance package," noting it had already gone through the Planning Commission and served as the baseline for focused refinement. Instead of proceeding directly on a Council schedule, the approach shifted to deliberate rework - using the October draft as a starting point, then integrating feedback from the working group, departmental review, and enforceability edits to produce a final version that is more streamlined and defensible.

A major theme driving the rewrite is scope discipline: the working group stressed that "data center" covers everything from smaller facilities and adaptive reuse to hyperscale campuses, and warned against regulating every facility as if it were the largest national headline example. This focus led to amendments that emphasize precision - distinguishing incidental IT rooms inside ordinary buildings from data centers as the main use, and further separating the elements that truly create neighborhood impacts (dedicated exterior plant, generator operations, and utility behavior). The definitions were revised to establish clear boundaries so the code regulates externalities without unintentionally including hospitals, offices, or other uses that contain server rooms.

The entitlement structure was also refined to match impact. The Use Table amendment labels the use as "Telecommunications and Data Storage Facility" and divides it into two main variants: a standard principal facility and a principal facility "with Energy Center." This division reflects a key point from the working group: on-site power generation alters operational aspects such as generator operation frequency, fuel logistics, and the likelihood of nuisance and enforcement issues. Therefore, the "with Energy Center" version is intentionally subject to Special Use Permit review in districts where it is permitted. Meanwhile, the standards package was rewritten to address questions the Use Table cannot answer: where equipment can be located relative to residential edges, what must be demonstrated acoustically (and when), how mitigation becomes part of the approved plan, and how post-construction verification closes the loop between modeling and real-world operations.

Finally, the rewrite included a "no surprises" set of calibration fixes based on operational experience and interdepartmental review. Parking and loading standards were adjusted to suit a use that is infrastructure-heavy but people-light, avoiding oversized parking fields driven solely by floor area while still maintaining adequate visitor and service capacity. The package now also addresses airport-compatibility review more directly through an Airport Overlay amendment, recognizing that modern industrial projects (including data centers) can proceed by right through site plan and permitting processes, even though the aviation risks - such as height/appurtenances, lighting, plume/visibility issues, fuel, and generator components - remain the same whether or not a rezoning takes place. These revisions result in a clearer, more enforceable framework: more precise definitions, a Use Table that prevents classification drift, standards targeting actual impacts, and review mechanisms that ensure the right information reaches the appropriate reviewers early enough to avoid late-stage redesigns and neighborhood conflicts.

Peer Communities

Peer communities are learning the same key lesson: you cannot regulate “data centers” like warehouses or generic industrial tenants because the impacts people actually feel are caused by external plant (cooling equipment, generator yards, substations/switchgear), operating patterns (especially routine generator testing), and the scale and timing of utility commitments. This is the same reason for naming the use and defining its parts - to regulate what creates externalities without affecting typical “server rooms” incidental to hospitals, offices, or other permitted uses. The difference between internal accessory IT rooms and accessory installations with dedicated external plant, as well as the separation between a standard principal facility and a principal facility “with Energy Center,” reflects the clarity that peer jurisdictions have had to adopt after trying to manage modern facilities through broad categories. This approach aligns with national best practices: distinguish data centers from warehouse type uses, keep approvals predictable where impacts are manageable, and apply targeted performance standards near sensitive areas.

Northern Virginia remains the clearest high-growth example of what happens when data centers expand faster than the zoning laws can adapt. Fairfax County’s adopted Data Centers Zoning Ordinance Amendment (approved on September 10, 2024; effective September 11, 2024) emphasizes noise compliance and proximity to residential areas as key concerns. For by-right data centers, Fairfax requires (1) a pre-construction noise study submitted before site plan approval and (2) a post-construction noise study submitted before issuing a Nonresidential Use Permit, both showing compliance with the County Noise Ordinance to the Zoning Administrator’s satisfaction. Fairfax also pairs these noise-study requirements with separation and design standards near residential zones, including minimum setbacks for buildings and certain equipment (with relief available through a special exception process), along with a general requirement that equipment be enclosed or screened.

Loudoun County went further in its Phase 1 action (Board approval March 18, 2025): The zoning ordinance amendment mandates Special Exception (SPEX) approval for data center uses in the Industrial Park (IP), General Industry (GI), and Mineral Resources-Heavy Industry (MR-HI) districts, where they had previously been permitted by right. It also includes a grandfathering resolution and a County-issued application pathway guide for projects accepted on or before February 12, 2025, which includes a 500-foot buffer from existing residential structures that plays a role in the grandfathering decision process for certain administrative applications.

That Northern Virginia trajectory aligns closely with the direction of these amendments, even though the mechanisms are customized to Fayetteville’s code structure. Instead of requiring a full acoustical study for every proposal, the ordinance adopts a proportional approach: it applies a uniform noise compliance standard to all facilities and then mandates technical acoustical documentation and post-construction verification when the site context or project features suggest a higher potential for off-site impacts - especially near residential areas and for facilities with an on-site Energy Center. The compatibility framework is the same as Fairfax’s: regulate to the property boundary, require competent modeling and enforceable mitigation, and ensure that real-world operations align with what was promised.

Regionally, Charlotte is a useful comparison because it shows how a major North Carolina peer has already moved to explicitly name and define the use in its UDO instead of regulating it through similar categories. Charlotte defines a “Telecommunications and Data Storage Facility” as an employee-access-only facility

that houses computer systems and related components for transmitting and receiving information, including cloud storage systems and server farms. Fayetteville's approach matches that core idea and terminology, but it goes further by addressing specific enforcement issues flagged during our process: it clearly separates accessory IT functions that remain internal from data-center-like installations that include dedicated exterior equipment. In TA26-01, the ordinance creates two accessory definitions ("Internal Plant Only" versus "with Dedicated Exterior Plant") and defines "Dedicated Exterior Plant" as the external mechanical and electrical equipment mainly supporting the facility, such as cooling towers, chiller/condenser yards, large fan arrays, generator yards, switchgear yards, and substations. The practical reason for this distinction is simple: neighbors do not experience "server racks"; they notice outdoor equipment-noise, visuals, screening, and placement-so the ordinance makes those components clear to ensure setbacks, screening, and noise requirements are applied consistently and enforced effectively.

Raleigh is useful in a different way. Its UDO is built around broad use categories, and it places the responsibility on the Zoning Administrator to classify uses; if a proposed use is not listed, it can be treated as part of a similar listed category. This structure can work in markets where proposals are smaller, infrequent, or easier to compare. Fayetteville's approach is intentionally different because the policy issue we are trying to address is not just "what do we call this use," but "how do we ensure predictable review and enforceable mitigation for the specific externalities the public reacts to." Naming the use, defining its components, and linking standards to those components reduces classification disputes and avoids case-by-case analogies at the moment when scale, complexity, and public sensitivity make ambiguity costly.

Beyond entitlement and noise, peer research also explains why Fayetteville's package remains focused on land-use externalities rather than trying to embed broader economic development "asks" within zoning text. Many communities pursue wider public benefits through parallel channels-tax and revenue policies, workforce pipelines, infrastructure agreements, and utility partnerships-rather than through the core zoning ordinance, because zoning is most effective when it regulates siting, compatibility, and measurable impacts. Peer examples often cited include communities using data-center-driven revenues to support schools and public safety, operators pairing investments with job training and clean-energy commitments, and major companies collaborating on water and reuse strategies to reduce demand on potable systems. These examples help clarify a key design choice here: keeping the UDO focused on what it can regulate and enforce (where the use can locate, how it interacts with nearby properties, what standards apply to noise and equipment, and what documentation is required), while utilizing other tools-utility coordination processes, incentives, development agreements, and programmatic partnerships-when the goal is to secure broader community benefits that are better achieved through means other than zoning text.

Finally, two Fayetteville-specific differences are best understood as "local context" rather than a philosophical divergence from peer cities. First is the entitlement map. The Use Table structure-by-right in the primary employment and industrial districts, Special Use Permit in edge districts, and prohibited in neighborhood districts-aligns with a common peer pattern: predictable pathways in areas designed for higher-intensity employment use, with discretionary review reserved for locations where compatibility issues are more likely and where conditions may be needed to

protect nearby neighborhoods. The second is the Airport Overlay component. Many peer ordinances do not need to incorporate aviation-safety considerations into the same package, but Fayetteville does because modern data center campuses can include features relevant in an airport approach environment-taller structures and rooftop appurtenances, extensive lighting, temporary cranes, and operational factors that impact visibility or interfere with navigation and communications systems. The overlay amendment is a “no late surprises” strategy: it requires early identification of height and appurtenance limits, mandates timely FAA notice and documentation, and clarifies referral and resolution procedures so compatibility issues are identified early enough to allow redesign without delaying a project late in the site plan review.

Timeline:

- **Late Summer-Fall 2025:** City of Fayetteville Development Services staff began receiving inquiries regarding data centers within the City. Staff initiated research and began developing possible amendments to the Unified Development Ordinance to define data centers and establish appropriate locations and development standards.
- **October 21, 2025:** City staff presented an initial draft of possible text amendments to the Planning Commission.
- **January 2026:** A Data Center Working Group was formed. The group included local subject-matter experts, City staff, Fayetteville Public Works Commission representatives, Airport staff, and Planning Commission members.
- **January 15, 2026:** The Data Center Working Group held its first meeting.
- **February 17, 2026:** The Planning Commission conducted a legislative public hearing on proposed text amendments to define and regulate data centers as “Telecommunications and Data Storage Facilities” within the UDO Use Table. The proposed amendments differed substantially from the draft presented in October 2025 and reflected additional research and recommendations from the Data Center Working Group. The Commission voted to recommend approval.
- **March 2, 2026:** During its work session, City Council considered an Agenda Item Request from Council Member McMillan directing the City Manager to research data center policy options and present recommendations. The request did not move forward.
- **April 6, 2026:** City staff, including Chief Information Officer Willie Henry and Planner II Demetrios Moutos, presented information on data centers during the City Council work session. Council reached consensus for staff to provide the same presentation previously given to the Planning Commission.
- **April 13, 2026:** Development Services Director Dr. Gerald Newton and Planner II Demetrios Moutos presented the proposed UDO amendments concerning Telecommunications and Data Storage Facilities, as requested by Council on April 6. Council approved a motion by Council Member McMillan directing staff to organize a presentation and discussion regarding a possible moratorium.
- **April 27, 2026:** Assistant City Attorney Victoria Curtis presented information regarding North Carolina development moratoria. City Council approved a 120 -day stay.
- **June 1, 2026:** City Council considered an Agenda Item Request from Council Member McMillan directing staff to draft a data center moratorium ordinance. The motion failed for lack of a second.
- **June 1, 2026:** City Council also considered an Agenda Item Request from

Council Member Hondros concerning a public hearing on the proposed UDO amendments for Telecommunications and Data Storage Facilities, previously identified as Item 9.01, TA26-01, from the April 13 regular meeting. Council reached consensus to hold a public hearing.

- **August 3, 2026:** The City Council work session is scheduled to include educational presentations on data centers by Dr. Ben Rachunok of North Carolina State University, David Payne of the North Carolina Department of Environmental Quality, and Clarence Briggs of Advanced Internet Technologies, Inc.
- **August 10, 2026:** The City Council public hearing to be held.

Issues/Analysis:

Taken together, these amendments create a comprehensive regulatory “chain” for a use that the UDO previously did not identify or regulate as its own land use. The package begins by clarifying what the use is (and is not), then designates where it can be located and what entitlements are required. It also establishes the performance and design standards that directly influence the impacts on residents - especially at residential edges. The overall approach is to regulate the actual externalities of data centers (such as outdoor equipment yards, generator operations, noise, lighting, utility coordination, and complaint response) without unintentionally covering regular development that contains IT rooms. This framework offers predictability and protection: a clear pathway for investment in suitable districts, with well-defined, enforceable guardrails where conflicts are most likely to occur.

The Definitions amendment (Ordinance 1) forms the basis for everything that follows because it sets the boundary lines necessary for the rest of the code to be enforceable and fair. It considers “data center” as a spectrum, distinguishing incidental IT rooms within ordinary buildings from a true principal facility. It then further isolates the parts of the facility that generate neighborhood impacts, such as outdoor mechanical yards and generator operations, so the UDO can concentrate on the factors that create land-use externalities. It also establishes a practical distinction between accessory installations that are genuinely internal and those that add dedicated exterior plant, because simply labeling something as “accessory” is too broad to manage impact risk adequately. The goal is to prevent both overreach-such as capturing hospitals, offices, or industrial users with server rooms-and underreach-allowing a data-center-like impact profile to slip through as just “accessory” in name only.

The Use Table amendment (Ordinance 2) fulfills the necessary zoning task of turning those definitions into clear entitlements. It establishes the use rows that show where the principal use can be located and whether it is permitted by right or requires a Special Use Permit. It also separately acknowledges the higher-impact “with Energy Center” configuration by placing it in a more discretionary category. The planning approach is simple: by-right placement is designated for districts meant to handle higher-intensity employment uses, while discretionary review remains for cases where context sensitivity is greater (or where an energy-center operating model increases the likelihood and significance of off-site impacts). This also keeps review focused: once the entitlement is set, the use-specific standards provide the measurable tools that effectively prevent and resolve conflicts.

The Use-Specific Standards amendment (Ordinance 3) marks when the package becomes operational and enforceable, rather than just classificatory. It clearly states

its purpose: The Use Table can tell you “where” and “what entitlement,” but it cannot answer the questions that lead to complaints, compliance issues, and daily enforcement-such as equipment placement, separation from homes, which noise limits apply at the property line, when generator testing can happen, what must be shown on the site plan, and what occurs if actual operations differ from modeling. This ordinance addresses those gaps with a tailored framework designed to be enforceable during plan review and after occupancy, with particular focus on residential edges and other noise-sensitive areas.

Substantively, Ordinance 3 adopts a layered compatibility approach instead of relying on a single method. First, it enhances protections along residential edges through separation, buffering, and screening/enclosure requirements that focus on equipment yards and the operational “active side” of the facility. When equipment is close enough to matter, the ordinance mandates a solid, opaque enclosure and rejects “screened chain link” as a substitute for effective screening, while maintaining consistency with the broader fence and screening standards in the UDO.

Second, Ordinance 3 clarifies the City’s noise authority by explicitly defining a noise category and measurement location for data center operations. It mandates all operations and equipment-including generators, cooling systems, transformers, switchgear, and mechanical yards-to adhere to the “Commercial or Business” sound level limits and limited-audibility distance standards in Chapter 17, measured at or beyond the property boundary. Exceedances are assessed under the City’s duration standard. This choice is intentional: it avoids creating a unique noise regulation while applying a standard that offers more protection than typical industrial expectations, which is especially important at mixed-use edges.

Third, the ordinance addresses the most predictable and common disputes by regulating routine generator testing, maintenance, and other high-intrusion outdoor activities. Routine generator testing and maintenance are limited to Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays (unless a Special Use Permit has been approved), while true emergencies are not restricted. Outdoor amplified sound is prohibited except for emergency life-safety communications, and routine outdoor maintenance with powered equipment is limited to the same weekday hours with a similar emergency exception. The rationale is straightforward and defendable: to prevent the most disruptive recurring events from occurring in early mornings, evenings, weekends, and holidays - when residents are most affected by intrusion - without compromising reliability or emergency response.

Fourth - and this is the enforcement backbone - Ordinance 3 makes acoustical compliance a documented, reviewable, and verifiable requirement rather than an assumption. For higher-risk projects, it mandates an Acoustical Compliance Memorandum at the site plan stage and considers completeness a key factor for plan approval. The triggers are intentionally risk-based: The Memorandum is needed when the use requires SUP approval, when a lot line adjoins a residential base district, when a lot line is within 500 feet of a residential district, or when major equipment yards are proposed within 250 feet of any lot line. The required content is concrete (not vague): source maps, manufacturer data, a site-specific boundary analysis, demonstration of compliance with the adopted noise standard, and identification of mitigation measures that are actually integrated into the site plan. Importantly, the ordinance links mitigation to the approved plans, mandates installation before the Certificate of Occupancy for the relevant phase, and requires ongoing maintenance. Therefore, "mitigation later” is

not considered compliant.
The post-construction verification requirement ensures that the acoustical framework remains honest after occupancy. When the Memorandum is required, the owner or operator must submit a boundary sound test report within 60 days after continuous operations start, under rep

Consistency and Reasonableness Statement

Text Amendments

Pursuant to N.C.G.S. §§ 160D-604 and -605, the Planning Commission finds that the proposed text amendments in TA26-01 are consistent with the City's Comprehensive Plan and Future Land Use Map because they create a targeted, modernized regulatory framework for an emerging industrial use that supports economic development goals and enhances neighborhood and public safety protections.

Case Summary (Recommendation Basis):

TA26-01 is a coordinated set of Unified Development Ordinance text amendments designed to regulate Telecommunications and Data Storage Facilities (data centers) as a distinct land use with clear entitlements and enforceable, impact-focused standards.

Collectively, the ordinances:

- Revise the Use Table to specify where the two main data center use types are permitted and identify the applicable approval process, with a cross-reference to the new use-specific standards.
- Add use-specific standards that address the most common factors influencing compatibility issues and enforcement requirements, such as equipment placement, operational noise, generator testing windows, post-construction verification, lighting, and utility coordination.
- Add customized parking and loading standards that are proportional to a "people-light/infrastructure-heavy" use, while avoiding unnecessary overpaving.
- Enhance enforceability of the Airport Overlay District (APO) by applying key airport-compatibility standards to all development activities, not just rezonings, requiring earlier FAA documentation when relevant, and introducing a targeted referral process to the Airport Director for features typically linked to aviation risk, such as generators, fuel storage, cooling plumes or steam, tall lighting, and Part 77 notice items.

Consistency

1. **GOALS**

The amendments align with the goals of the Comprehensive Plan, highlighting:

GOAL(S)	CONSISTENT	INCONSISTENT
• Promote economic growth and development by establishing a predictable entitlement and operating framework for major employment and technology-supportive investments, while maintaining clear review pathways.	**X**	
• Safe and Stable Neighborhoods/Compatibility by addressing externalities that directly impact nearby residents – especially noise, equipment siting, generator testing, service-yard activity, and lighting – through	**X**	

enforceable, use-specific standards rather than ad hoc negotiations. • Resiliency and infrastructure planning involve requiring early utility coordination documentation and defining the information needed to assess serviceability and the implications for downstream infrastructure. • Major institutions and public safety assets can be protected by strengthening airport-compatibility protections in the APO, ensuring hazards are reviewed consistently and early enough to prevent redesigns, delays, and avoidable safety risks.	**X** **X**	

2. LAND USE POLICES AND STRATEGIES:

The amendments are **consistent** with land use policies and implementation strategies that support:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
• Targeted code updates to resolve emerging issues with clear, enforceable standards instead of case-by-case ambiguity.	**X**	
• Implement appropriate siting and proportional regulation by differentiating principal data center uses from incidental or accessory IT functions. This approach prevents overreach while effectively regulating components that create external impacts, such as outdoor plant, generator operations, and utility demands.	**X**	
• Ensure compatibility at sensitive edges through clear operational limits and verification (weekday generator testing windows, boundary measurement and compliance, post-construction testing and corrective actions), along with basic site-operational tools that support enforcement (24-hour contact).	**X**	
• Enhance airport safety and coordination by applying APO standards to development pathways that do not involve rezonings, clarifying what constitutes height and structure risks (including rooftop mechanical and similar appurtenances), and requiring early disclosure and referral for features commonly linked to aviation hazards.	**X**	

3. Future Land Use Map Consistency

- **Text Consistency:** The proposed text amendments align with the Comprehensive Plan because they establish predictable, impact-based development standards for an emerging use while guiding compatibility tools to the areas and conditions where conflicts are most likely.

- **Map Consistency:** Not applicable. TA26-01 is a text amendment and does not modify the Future Land Use Map.

Reasonableness

The proposed amendments are sensible and serve the public interest because they support the Comprehensive Plan goals outlined above and promote City priorities related to economic growth, infrastructure collaboration, neighborhood harmony, and public safety.

It is also justified and serves the public interest because:

1. It aligns the rules with actual land use. The framework clearly distinguishes incidental IT rooms from data centers as a primary use, then targets regulation on the specific components that cause off-site impacts (generator operations, exterior mechanical yards, utility intensity).
2. It enhances predictability and enforceability. The use table sets clear permissions based on zoning districts and links the use to specific standards, reducing arbitrary interpretations and promoting consistent management.
3. It directly addresses the most common public complaints and enforcement challenges – noise. The use-specific standards establish a clear compliance approach, limit routine generator testing and other high-disturbance activities to specific weekday hours, and require post-construction verification with mitigation and retesting if noncompliance is detected.
4. It adjusts review effort based on risk. The acoustical submittal structure is designed to require technical proof when proximity and context indicate a higher chance of impact, while still applying stricter standards to higher-intensity operational models (energy center).
5. It prevents secondary impacts from excessive parking. The parking/loading standards match actual operational demand and include a maximum (unless an alternative parking plan is approved), reducing unnecessary impervious surfaces, runoff, heat, and visual impacts.
6. It addresses an APO review gap that can cause late-stage risks and delays. Many modern industrial projects can move forward through site plan and building permit pathways without rezoning; the APO amendment applies key compatibility standards to development overall and adds early documentation and referral steps for aviation risk features (generators, fuel, cooling plumes, tall lighting, Part 77 items).
7. It reflects the working group's core approach: neither "pro" nor "anti," but predictable and compatible. The package is built around externalities and enforcement realities rather than headlines, aiming to enable investment while reducing avoidable impacts.

The amendment also benefits the public interest because it:

- Establishes a clear, defensible framework that minimizes uncertainty for applicants, staff, and nearby residents.
- Protects public safety assets, including the airport environment, through earlier, more consistent review triggers and enforceable standards.
- Balances economic development value with compatibility and infrastructure realities by focusing regulation on measurable impacts and manageable standards.

Additional comments:

February 17, 2026

Date

Chair Signature

Print

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-9, DEFINITIONS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1.

Subsection 30-9. D, Definitions, is amended by adding the following new definitions in alphabetical order:

Accessory Telecommunications and Data Storage Facility, Internal Plant Only. A Telecommunications and Data Storage Facility (Data Center) that is accessory to a permitted principal use and does not include a Dedicated Exterior Plant (as defined herein) serving the Telecommunications and Data Storage Facility.

Accessory Telecommunications and Data Storage Facility, with Dedicated Exterior Plant. A Telecommunications and Data Storage Facility (Data Center) that is accessory to a permitted principal use and includes Dedicated Exterior Plant (as defined herein) serving the Telecommunications and Data Storage Facility.

Adjacent to a Noise-Sensitive Land Use. For the purposes of Telecommunications and Data Storage Facility standards, "adjacent" includes abutting a Noise-Sensitive Land Use and being separated from it only by a public street or right-of-way.

Data Hall. The secured rooms or floors within a Telecommunications and Data Storage Facility (Data Center) that house server racks and related IT equipment. Office and support areas are excluded from the Data Hall.

Dedicated Exterior Plant. External mechanical and/or electrical equipment mainly supporting a Telecommunications and Data Storage Facility (Data Center), including but not limited to cooling towers,

chiller yards, condenser yards, large fan arrays, generator yards, primary switchgear yards, substations, and similar outdoor utility or mechanical installations that support the facility's operation.

Emergency Backup Generator. An internal combustion engine generator set used to supply electrical power during utility outages and for necessary testing/maintenance. It is not intended for routine or continuous operation and complies with applicable federal and state air regulations.

Energy Center. A set of on-site power generation equipment and associated infrastructure designed to operate beyond emergency standby conditions, including prime or continuous operation, peak shaving, microgrid operation, load management during regular utility service, or export of electricity. Energy Center does not include Emergency Backup Generators that run only during utility interruptions and limited testing or maintenance.

Generator Testing / Maintenance Operation. Scheduled operation of an Emergency Backup Generator for maintenance, exercising, commissioning, or reliability testing.

Noise-Sensitive Land Use / Noise-Sensitive Receptor. A property that includes residential units, public parks or open spaces accessible to the public, schools, day care centers, hospitals, nursing or assisted living facilities, or similar uses where people regularly sleep, study, receive care, or engage in outdoor recreation.

Telecommunications and Data Storage Facility (Data Center). A facility primarily used to house computer servers, storage equipment, networking devices, and related mechanical and electrical infrastructure for processing, storing, and transmitting digital information. The use may include equipment yards, cooling systems, electrical gear, uninterruptible power supply systems, energy storage, emergency backup generators, and a limited number of accessory offices, security, and support areas. "Telecommunications and Data Storage Facility (Data Center)" can comprise multiple buildings

operating as a single campus. This term does not include broadcast studios, call centers, general office buildings, or accessory server/IT rooms that are incidental to another permitted use.

Telecommunications and Data Storage Facility, Principal Use. This refers to a Telecommunications and Data Storage Facility (Data Center) that serves as the main purpose of a building, tenant space, or development site.

Telecommunications and Data Storage Facility, Principal Use, with Energy Center. A Telecommunications and Data Storage Facility, Principal Use, that includes an Energy Center (as defined herein).

Typical Building Mechanical/Electrical Equipment. Mechanical and electrical equipment that serves a general building purpose and is customary for similar developments (e.g., standard rooftop HVAC units serving office, retail, or industrial tenant areas), which should not be considered Dedicated Exterior Plant solely because it is located outdoors.

Utility Impact Statement (Data Center). A submittal prepared for a Telecommunications and Data Storage Facility (Data Center) site plan documenting projected peak electrical demand (MVA/MW), anticipated water consumption and wastewater flows by process (potable, cooling, fire reserve), cooling method, number and rating of backup generators, on-site fuel storage type and volume, and any energy storage proposed, with confirmation of coordination with the Public Works Commission or other utility provider.

Section 2.

It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to achieve this purpose.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 1 – Add Definitions (Article 30-9.D)

The core reason these definition inclusions are necessary is simple: “data center” is not one thing, and the UDO needs language that cleanly separates (1) incidental IT rooms inside normal buildings from (2) data centers as a primary land use, and the further separates (3) the parts of a data center that actually drive neighborhood impacts (outdoor mechanical yards, generator operations, on-site power generation, and utility demands). The Working Group explicitly flagged that “data center” spans everything from small facilities and adaptive reuse to hyperscale campuses, and warned against treating every facility like the biggest national headline examples; it also noted that many “data-center-like” functions already exist as accessory components of other uses, while the real policy problem is data centers emerging as a principal use at major scale. The ordinance definitions operationalize that distinction so the City can regulate what actually creates externalities, without accidentally sweeping in hospitals, offices, or other uses that merely have server rooms.

The shift to the term “Telecommunications and Data Storage Facility” is doing two jobs at once. First, it anchors the use in what it physically is (servers plus the specialized mechanical/electrical infrastructure that makes them run). Second, it draws a bright line around what it is not – broadcast studios, call centers, general office buildings, and accessory IT rooms incidental to another permitted use – so applicants can’t “fit” the use into a softer category, and staff aren’t forced into case-by-case analog arguments.

The “Principal Use” definition is the legal hinge that keeps the whole framework from overreaching. It tells everyone when the data center standards are supposed to apply: when the facility is the main purpose of the building, tenant space, or site. Without this, you get constant edge cases where an applicant claims they’re “just an accessory component,” or staff feel pressured to treat a clearly data-center-driven site like a conventional industrial tenant.

The two “Accessory Telecommunications and Data Storage Facility” definitions are there because “accessory” alone is too blunt. An internal server suite inside a hospital is a fundamentally different land-use impact profile than an accessory installation that brings a dedicated chiller yard or generator yard with it. The “Internal Plant Only” accessory definition protects ordinary development by making clear that an accessory facility with no dedicated outdoor plant is not what this ordinance is aiming at. The “Accessory… with Dedicated Exterior Plant” definition captures the opposite: accessory in name, but potentially data-center-like in real-world impacts because it includes the kind of outdoor infrastructure that creates noise, visuals, and screening/setback issues.

“Dedicated Exterior Plan” exists because, in practice, the thing neighbors experience is not “server racks.” It’s cooling towers, chiller/condenser yards, fan arrays, generator yards, switchgear yards, substations, and similar outdoor installations. The definition makes those facilities legible to the code so screening, placement, setbacks, and noise compliance can be applied consistently and enforced cleanly.

“Typical Building Mechanical/Electrical Equipment” is the guardrail that prevents the Dedicated Exterior Plant definition from swallowing normal development. It clarifies that standard rooftop HVAC and customary building-serving equipment should not be treated as “Dedicated Exterior Plant” just because it sits outdoors. This is an enforceability and fairness move: it reduces over-application, avoids unnecessary compliance burdens, and limits arguments during plan review about whether ordinary equipment triggers specialized data center standards.

“Data Hall” is a precision tool. Data centers often include office, security, and support areas, but those spaces don’t function (or staff) like the server floors. Defining Data Hall creates a stable way to talk about the core IT area without conflating it with accessory office/support space, which matters whenever standards, ratios, or narratives depend on what portion of a building is actually IT floor versus conventional space.

The three noise-related definitions – “Noise-Sensitive Land Use / Noise-Sensitive Receptor,” “Adjacent to a Noise-Sensitive Land Use,” and “Generator Testing / Maintenance Operation” – exist to eliminate loopholes and “weasel words.” First, Noise-Sensitive Receptor broadens protection to the places where noise is predictably harmful or disruptive (homes, parks/open space, schools, daycare, hospitals, assisted living, and similar uses). Second, “Adjacent” is defined to include separation by a public street or right of way, because acoustics and human experience do not stop at the edge of a right of way; without this, a site could dodge adjacency-triggered standards simply by having a road between the use and a receptor. Third, “Generator Testing / Maintenance Operation” defines the activity the City is trying to manage (exercising, commissioning, reliability testing), so any hour limits or conditions can be enforced against a concrete definition instead of argued into oblivion.

“Emergency Backup Generator” is defined to preserve a clear distinction between true standby equipment and routine power production. The definition ties the generator’s intended use to outages and necessary testing/maintenance and explicitly rejects routine or continuous operation, which matters because the impacts, regulatory expectations, and community tolerance are dramatically different when generators are operating as a normal part of daily operations.

“Energy Center” is the companion definition that captures that “very different animal” the Working Group flagged: on-site power generation designed to operate beyond emergency standby (prime/continuous operation, peak shaving, microgrid operation, load management during regular service, or export). This is the ordinance’s way of acknowledging that size alone is not the only meaningful divider; operational intensity and power behavior can change the impact profile and the review needs. The “Principal Use, with Energy Center” definition then gives the code a clean trigger label for any standards or entitlement differences we attach to that higher-impact operational model.

Finally, the “Utility Impact Statement” definition is there because these projects are utility-forward developments: peak electric demand, cooling method, water consumption, wastewater flows by process, generator inventories, fuel storage, and any energy storage are things the City and PWC need early to evaluate serviceability, sequencing, and downstream infrastructure implications. By defining the UIS in the Definitions article, we hard-wire what “complete”

means so it can be consistently required, reviewed, and routed, rather than reinvented for every application.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING TABLE 30-4. A. 2, USE TABLE, ARTICLE 30-4, USE STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Table 30-4. A. 2, Use Table, under the

Use Category	Use Type	OI	NC	LC	CC	MU	DT-1	DT-2	UC	BP-4	LI	HI	PD-R	PD-EC	PD-TN	Additional Requirements
Industrial Services	**Telecommunications and Data Storage Facility, Principal Use**	S	/	/	S	/	S	S	S	P	P	P	/	MP	MP	
	Telecommunications and Data Storage Facility, Principal Use, with Energy Center	S	/	/	S	/	S	S	S	S	S	S		MP	MP	**See 30-4.C.5.[new]**

Notes:

1. "S" indicates a Special Use Permit; "P" indicates permitted by right; "/" indicates prohibited; "MP" indicates allowed subject to a Planned Development Master-Plan district, as in Table 30-4. A.2.
2. The permissions listed in Table 30-4.A.2 for Telecommunications and Data Storage Facility, Principal Use, and Telecommunications and Data Storage Facility, Principal Use, with Energy Center, apply only to the zoning districts specifically identified in the respective table rows. In any zoning district not listed, the use is prohibited.

Section 2. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish this intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 2 – Amend Use Table (Article 30-4.A.2)

This Use Table amendment is necessary because, without an explicit row, a "data center" can drift into whatever use category seems most convenient in a given application (telecom, industrial service, office/tech, accessory utility equipment), which creates inconsistent entitlements and weakens enforcement. This ordinance solves that by making "Telecommunications and Data Storage Facility" a named use in the Use Table and by splitting it into two principal-use variants that matter for impacts: a standard principal facility, and a principal facility "with Energy Center."

The core logic is to make the entitlement match the expected external effects and the City's tolerance for risk. The "Telecommunications and Data Storage Facility, Principal Use" row is designed to be predictable in the employment/industrial districts where the City can reasonably expect large-format infrastructure, heavy utility demand, and industrial-adjacent operations. That is why it is permitted by right in BP=4, LI, and HI, while still requiring Special Use Permit approval in the more edge-condition districts where compatibility concerns are greater, such as OI, CC, DT-1, DT-2, and UC. The ordinance also makes the exclusion clear: it is prohibited in neighborhood-scale commercial districts (NC and LC), prohibited in MU, and prohibited in PD-R. This is the practical "keep it out of the neighborhood contexts" move. Because once a use is not named and not clearly prohibited, the pressure shifts to interpretation and analogy, which is where these cases get messy.

The second row, "Telecommunications and Data Storage Facility, Principal Use, with Energy Center," is necessary because an on-site energy component changes the impact profile in ways that matter for neighbors and for City operations. Even if the building footprint looks similar, an energy center increases the likelihood of more frequent generator operation, fuel logistics, utility coordination complexity, and a different noise and emissions posture. The table reflects that by making this version Special Use Permit-only in every conventional district where it is allowed (including BP-4, LI, and HI), rather than allowing it by right in the industrial districts. That is the ordinance's main policy lever: it keeps the "baseline" data center form predictable in employment districts, but reserves discretionary review for the version that has a materially higher operational intensity and greater potential for nuisance and enforcement workload.

The Planned Development treatment is intentionally consistent with how our Use Table already handles "MP" uses. Both rows are shown as allowed only through the Planned Development Master Plan framework in PD-EC and PD-TN. The logic here is that PD districts are supposed to be negotiated, site-specific entitlement environments; the table preserves that structure rather than creating a parallel by-right pathway inside PD zoning.

Two drafting choices in the Notes are doing quiet but important work for clarity and litigation-proofing. First, the ordinance states that the permissions apply only to the zoning districts explicitly listed in the row and that any district not listed is prohibited. That eliminates the common argument that "if it's not listed, it must be allowed somewhere else," and it prevents accidental permissibility through omission. Second, the "Additional Requirements" callout to the

new use-specific standards section ties entitlement to performance regulation, so the Use Table is not acting alone; it’s a front door into the standards that address the actual impacts.

Stepping back, the ordinance is essentially balancing two competing goals: giving applicants a clear, investment-grade pathway in the industrial/employment districts for the lower-impact principal form, while keeping a discretionary review tool available where either the setting is more sensitive (downtown/urban core and edge districts), or the operational model is inherently more intense (the Energy Center version).

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-4. C., USE-SPECIFIC STANDARDS OF ARTICLE 30-4, USE STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Article 30-4. C.5. (Industrial Uses) is amended by adding new subsections 30-4. C.5. [new] Telecommunications and Data Storage Facility, Principal Use, and 30-4. C.5. [new+1] Telecommunications and Data Storage Facility, Principal Use, with Energy Center, to read as follows:

30-4. C.5.i. Telecommunications and Data Storage Facility, Principal Use

a. **Applicability.** This applies to all principal "Telecommunications and Data Storage Facility, Principal Use" categories, including phases within a multi-building campus. Accessory server rooms located inside an otherwise permitted use are subject to the standards that apply to that principal use.

b. Residential adjacency clarification. For purposes of this subsection, a reference to a lot line that "abuts a residential base district" shall mean the subject property shares a lot line with (i) a property zoned with a residential base district, or (ii) a property containing a lawfully established residential use.

c. District-specific approval. When designated "S" in Table 30-4. A. 2, a Special Use Permit is required according to Article 30-2. C.7. Conditions may be applied to reduce site-specific impacts, such as generator testing hours, extra buffering, equipment placement, or acoustical mitigation.

d. Separation when adjoining a residential area. When any lot line abuts a residential base district (as clarified above), the facility shall:

1. Place all generators and mechanical equipment yards at least 150 feet from the shared lot line; and

2. Provide a Type D Perimeter buffer (or higher where required) per Section 30-5. B.4.d (may be satisfied under Option 1 or Option 2 per Table 30-5. B.4.d.4).

e. Measurement. Distances referenced in this subsection shall be measured in accordance with Section 30-9. B.1.b (Distance Measurements, Generally). For purposes of the triggers in subsection (h):

1. Distances to a lot line shall be measured from the nearest point of the generator, cooling equipment, mechanical equipment yard, or associated equipment pad/foundation (including any enclosure) to the nearest lot line of the subject property.
2. Distances to a residential base district shall be measured from the nearest lot line of the subject property to the nearest lot line of any property zoned with a residential base district.

f. Equipment location and screening.

1. Ground-mounted mechanical equipment, fuel tanks, switchgear, generators, and similar service equipment shall be located to the side or rear of principal buildings. Fuel tanks shall not be located between a principal building and a public street.
    - All such areas and equipment shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening), using one or more of the screening methods in Section 30-5. B.4. e.3.
    - Chain link fencing with wooden or plastic slats shall not qualify as screening.
    - Screening shall be installed and maintained so as not to obstruct required sight distance triangles.
2. **Loading and service areas at residential edges.** When any lot line abuts a residential base district (as clarified in this subsection), loading docks, service bays, refuse collection areas, and other loading/service areas shall not be located on, or have primary openings oriented toward, the building elevation facing the shared lot line. Where site constraints make this infeasible,

such areas shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening) and shall be located and designed to minimize off-site noise impacts.

3. **Mechanical and generator yard enclosure near residential.** When any generator, cooling equipment, or mechanical equipment yard is located within 250 feet of a lot line that abuts a residential base district (as clarified in this subsection), the generator/mechanical yard shall be enclosed by a screening fence or wall installed in accordance with Section 30-5. B.4.e (Screening) and Section 30-5. D (Fences and Walls). The fence/wall shall be of solid/opaque construction and shall be the minimum height necessary to achieve the screening function, not to exceed eight (8) feet, unless a greater height is approved in accordance with Section 30-5. D.5 (Security Plan). Chain link fencing with slats or screens shall not qualify as screening. The required fence/wall shall not be located within any required front yard, except where expressly permitted by Section 30-5. D.

g. Noise; commercial-standard limits; generator testing hours.

1. **Commercial-standard limits.** All operations and equipment (including generators, cooling equipment, transformers, switchgear, and mechanical yards) shall comply with the maximum permissible sound levels *and* the limited audibility distance standards for the "Commercial or Business" use occupancy category in Chapter 17, Section 17-10 (Table 1), as measured at or beyond the property boundary of the land use from which the sound emanates. Exceedances shall be evaluated in accordance with Chapter 17, including the standard for duration of exceedance.
2. Routine generator testing and maintenance shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays, unless otherwise approved through a Special Use Permit. Emergency operations are not limited by this subsection.

3. **Outdoor amplified sound prohibited.** Outdoor amplified sound, including outdoor public address systems and outdoor warning sirens, is prohibited except for emergency life-safety communications.
4. **Routine outdoor maintenance hours.** Routine outdoor maintenance activities using powered equipment (including pressure washing, pavement cutting/sawing, and similar noise-generating maintenance) shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays. This limitation shall not apply to emergency repair activities necessary to protect life, safety, or critical facility operations.

h. Trigger-based acoustical compliance submittal.

1. **Administrative review; when required.** An Acoustical Compliance Memorandum shall be submitted with the site plan application for administrative review by the Administrator to demonstrate compliance with subsection (g). The site plan shall not be approved until the Administrator determines the Memorandum is complete in accordance with subsection (h)(4). The Memorandum is required if any of the following apply:
    a. The use is subject to Special Use Permit approval ("S" in Table 30-4.A.2); or
    b. Any lot line abuts a residential base district (as clarified in subsection (b)); or
    c. Any lot line is located within 500 feet of a residential base district; or
    d. Any generator, cooling equipment, or mechanical equipment yard is proposed within 250 feet of any lot line.
2. **Content.** The Acoustical Compliance Memorandum shall:
    a. Identify and map major on-site noise sources (including generators and cooling/mechanical equipment);

b. Provide manufacturer sound data and a site-specific analysis predicting sound levels at the property boundary;

c. Demonstrate compliance with subsection (g) (commercial-standard limits in Chapter 17, Section 17-10 (Table 1)); and

d. Identify any mitigation measures incorporated into the site plan to achieve compliance (e.g., enclosures, barriers, orientation, distance, acoustical treatments).

3. **Prepared by a qualified professional.** The Memorandum shall be prepared by a qualified acoustical professional or engineer experienced in environmental noise analysis.
4. **Completeness.** The Acoustical Compliance Memorandum shall be deemed complete when it includes each required element in subsection (h)(2)(a) through (d) and is prepared in accordance with subsection (h)(3). If the Memorandum is incomplete, the Administrator shall notify the applicant of the additional information required.
5. **Noise mitigation shown on plans; installation; maintenance.** All noise mitigation measures identified in any required Acoustical Compliance Memorandum shall be shown on the approved site plan, shall be installed prior to the issuance of a Certificate of Occupancy for the applicable phase, and shall be maintained for the life of the use. Any modification or removal of required mitigation shall require an approved site plan revision demonstrating continued compliance with the noise standard in this subsection.

i. Post-construction verification when triggered. For any project required to submit an Acoustical Compliance Memorandum under subsection (h), the owner/operator shall submit a post-construction boundary sound test report within 60 days after commencement of continuous operations, demonstrating compliance with subsection (g). If noncompliance is documented, the owner/operator shall implement mitigation and provide follow-up testing demonstrating compliance. Testing shall be

conducted under representative worst-case operating conditions for continuous equipment, and shall include at least one scheduled generator test event where generator testing is part of routine operations.

j. Air quality. Nothing in this section reduces the owner/operator's obligations under federal and state air quality requirements.

k. Lighting. Site and security lighting shall comply with Section 30-5. E (Design Standards for Exterior Lighting), including full cut-off fixtures and Fort Bragg light-spill protections, as applicable.

l. Utility coordination submission. Site plans must include documentation of utility coordination with PWC and/or other utility providers.

m. On-site contact for complaints. The owner/operator shall maintain 24-hour contact information (name, telephone number, and email address) for a person authorized to respond to operational complaints. Such contact information shall be posted at a primary entrance gate or main building entrance and shall be provided to the City upon request and kept current.

30-4. C.5.j. Telecommunications and Data Storage Facility, Principal Use, with Energy Center

a. Applicability. Applies to all principal "Telecommunications and Data Storage Facility, Principal Use, with Energy Center" uses, including phases in a multi-building campus.

b. Residential adjacency clarification. For purposes of this subsection, a reference to a lot line that "abuts a residential base district" shall mean the subject property shares a lot line with (i) a property zoned with a residential base district, or (ii) a property containing a lawfully established residential use.

c. District-specific approval. Where designated "S" in Table 30-4. A. 2, a Special Use Permit is required pursuant to Article 30-2. C.7. Conditions may be imposed to mitigate site-specific impacts.

d. **Separation when abutting residential.** When any lot line abuts a residential base district (as clarified above), the facility shall:

1. Place all generators and mechanical equipment yards no closer than 200 feet from the shared lot line; and
2. Provide a Type D perimeter buffer (or higher where required) per Section 30-5. B.4.d (may be satisfied under Option 1 or Option 2 per Table 30-5. B.4.d.4).

e. Measurement. Distances referenced in this subsection shall be measured in accordance with Section 30-9. B.1.b (Distance Measurements, Generally). For purposes of this subsection:

1. Distances to a lot line shall be measured from the nearest point of the generator, cooling equipment, mechanical equipment yard, or associated equipment pad/foundation (including any enclosure) to the nearest lot line of the subject property.
2. Distances to a residential base district shall be measured from the nearest lot line of the subject property to the nearest lot line of any property zoned with a residential base district.

f. Equipment location and screening.

1. Ground-mounted mechanical equipment, fuel tanks, switchgear, generators, and similar service equipment shall be located to the side or rear of principal buildings. Fuel tanks shall not be located between a principal building and a public street.
    - All such areas and equipment shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening), using one or more of the screening methods in Section 30-5. B.4. e.3.
    - Chain link fencing with wooden or plastic slats shall not qualify as screening.
    - Screening shall be installed and maintained so as not to obstruct required sight distance triangles.
2. **Loading and service areas at residential edges.** When any lot line abuts a residential base district (as clarified in this subsection), loading docks, service bays, refuse collection areas, and

other loading/service areas shall not be located on, or have primary openings oriented toward, the building elevation facing the shared lot line. Where site constraints make this infeasible, such areas shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening) and shall be located and designed to minimize off-site noise impacts.

3. **Mechanical and generator yard enclosure near residential.** When any generator, cooling equipment, or mechanical equipment yard is located within 250 feet of a lot line that abuts a residential base district (as clarified in this subsection), the generator/mechanical yard shall be enclosed by a screening fence or wall installed in accordance with Section 30-5. B.4.e (Screening) and Section 30-5. D (Fences and Walls). The fence/wall shall be of solid/opaque construction and shall be the minimum height necessary to achieve the screening function, not to exceed eight (8) feet, unless a greater height is approved in accordance with Section 30-5. D.5 (Security Plan). Chain link fencing with slats or screens shall not qualify as screening. The required fence/wall shall not be located within any required front yard, except where expressly permitted by Section 30-5. D.

g. Noise; commercial-standard limits; generator testing hours.

1. **Commercial-standard limits.** All operations and equipment (including generators, cooling equipment, transformers, switchgear, and mechanical yards) shall comply with the maximum permissible sound levels *and* the limited audibility distance standards for the "Commercial or Business" use occupancy category in Chapter 17, Section 17-10 (Table 1), as measured at or beyond the property boundary of the land use from which the sound emanates. Exceedances shall be evaluated in accordance with Chapter 17, including the standard for duration of exceedance.

2. Routine generator testing and maintenance shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays, unless otherwise approved through a Special Use Permit. Emergency operations are not limited by this subsection.
3. **Outdoor amplified sound prohibited.** Outdoor amplified sound, including outdoor public address systems and outdoor warning sirens, is prohibited except for emergency life-safety communications.
4. **Routine outdoor maintenance hours.** Routine outdoor maintenance activities using powered equipment (including pressure washing, pavement cutting/sawing, and similar noise-generating maintenance) shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays. This limitation shall not apply to emergency repair activities necessary to protect life, safety, or critical facility operations.

h. Acoustical Study (required)

1. **Administrative review.** An Acoustical Study shall be submitted with the site plan application for administrative review by the Administrator to demonstrate compliance with subsection (g). The site plan shall not be approved until the Administrator determines the Study is complete in accordance with subsection (h)(4).
2. **Content.** The Acoustical Study shall:
    - **a.** Identify and map major on-site noise sources (including generators and cooling/mechanical equipment);
    - **b.** Provide manufacturer sound data and a site-specific analysis predicting sound levels at the property boundary;
    - **c.** Demonstrate compliance with subsection (g) (commercial-standard limits in Chapter 17, Section 17-10 (Table 1)); and

d. Identify any mitigation measures incorporated into the site plan to achieve compliance (e.g., enclosures, barriers, orientation, distance, acoustical treatments).

3. **Prepared by a qualified professional.** The Study shall be prepared by a qualified acoustical professional or engineer experienced in environmental noise analysis.
4. **Completeness.** The Acoustical Study shall be deemed complete when it includes each required element in subsection (h)(2)(a) through (d) and is prepared in accordance with subsection (h)(3). If the Study is incomplete, the Administrator shall notify the applicant of the additional information required.
5. **Noise mitigation shown on plans; installation; maintenance.** All noise mitigation measures identified in any required Acoustical Study shall be shown on the approved site plan, shall be installed prior to the issuance of a Certificate of Occupancy for the applicable phase, and shall be maintained for the life of the use. Any modification or removal of required mitigation shall require an approved site plan revision demonstrating continued compliance with the noise standard in this subsection.

i. Post-construction verification (required). The owner/operator shall submit a post-construction boundary sound test report within 60 days after commencement of continuous operations, demonstrating compliance with subsection (g). If noncompliance is documented, the owner/operator shall implement mitigation and provide follow-up testing demonstrating compliance. Testing shall be conducted under representative worst-case operating conditions for continuous equipment, and shall include at least one scheduled generator test event where generator testing is part of routine operations.

j. Air quality. Nothing in this section reduces the owner/operator's obligations under federal and state air quality requirements.

k. **Lighting.** Site and security lighting shall comply with Section 30-5. E (Design Standards for Exterior Lighting), including full cut-off fixtures and Fort Bragg light-spill protections, as applicable.

l. Utility coordination submittal. Site plans must include documentation of utility coordination with PWC and/or other utility providers.

m. On-site contact information. The owner/operator shall maintain 24-hour contact information (name, telephone number, and email address) for a person authorized to respond to operational complaints. Such contact information shall be posted at a primary entrance gate or main building entrance and shall be provided to the City upon request and kept current.

Section 2. It is the intent of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances for the City of Fayetteville, North Carolina. The sections of this ordinance may be renumbered as necessary to accomplish this purpose.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 3 - Add Use-Specific Standards for Data Centers (Article 30-4.C.5)

This ordinance is necessary because the Use Table only answers where a data center can go and what entitlement it needs. It does not answer the questions that actually drive public concern and day-to-day enforcement: where the loud equipment sits, how close it can be to homes, what noise standard applies at the property line, when generator testing can happen, what must be proven at the site plan, and what happens if real-world operations don't match the modeling. This ordinance fills that gap by creating a purpose-build, enforceable operating and site-design framework for data centers as a land use, especially around residential edges and other noise-sensitive contexts.

At the top, the ordinance starts by defining applicability in a way that prevents easy workarounds. It makes clear the standards apply to all principal Telecommunications and Data Storage Facilities, including phased build-out within a campus, so an applicant can't argue "this is just Phase 1" to avoid the rules. At the same time, it explicitly excludes ordinary accessory server rooms located inside an otherwise permitted use, which protects hospitals, offices, and industrial users from being unintentionally pulled into a data-center regime just because they have IT rooms. The logic is targeted regulation: catch the use that generates the externalities, don't drag in incidental building functions.

The "residential adjacency clarification" is an enforcement move. Instead of tying triggers only to zoning labels, it treats adjacency as either abutting a residential base district or abutting a property that contains a lawfully established residential use. That closes a predictable loophole where the zoning map and the lived condition don't match (nonconforming homes, split-zoned situations, or transitional areas). The practical logic is: if people live here, it functions like a residential edge and should be treated like one.

The "district-specific approval" subsection doesn't change the Use Table; it explains how to use it. It reinforces that when the table shows "S", a Special Use Permit is required, and it explicitly tees up the kinds of conditions that are most defensible and most useful – generator testing windows, buffering, equipment placement, acoustical mitigation. The logic is to make discretionary review focused on the handful of levers that actually reduce impact, rather than vague compatibility debates.

The separation and buffering rules are the first hard compatibility line. When a site touches a residential edge, the ordinance requires generators/mechanical yards to be set back and requires a Type D perimeter buffer. For the "Principal Use" category, the equipment setback is 150 feet; for the "with Energy Center" category, it increases to 200 feet. That difference is the policy judgement baked into the ordinance: an energy-center model has a higher probability of more intense operations and therefore warrants a wider separation at the most sensitive edge. The buffer requirement is the parallel visual and physical mitigation layer: even if a site can meet noise limits, the code still expects a strong perimeter condition when the use meets a residential area.

The measurement subsection is there because distance standards fail when nobody can agree on what they're measured from. This ordinance removes ambiguity by specifying that the relevant distances are measured from the nearest point of generators, cooling equipment, mechanical yards, or pads/foundations/enclosures to the nearest lot line – and it separately clarifies how to measure "to a residential base district." The logic is clear administration and reduced appeals: everyone can replicate the measurement and get the same answer.

The equipment location and screening standards are a second compatibility line, and they're written to be enforceable rather than aesthetic. Requiring ground-mounted equipment and tanks to be at the side or rear, prohibiting fuel tanks between the building and a public street, and requiring screening under the existing screening standards pushes the most visually industrial pieces away from primary frontages and into managed service areas. The ordinance then removes a common "cheap screen" workaround by stating chain-link fence with slats does not count as screening. The logic is: if screening is required, it actually needs to screen. It also protects traffic safety by requiring screening not to obstruct sight triangles.

The loading/service orientation rule at residential edges is about preventing a specific, predictable nuisance: truck backing alarms, roll-up door activity, refuse service, and the "active" side of a service yard facing homes. The ordinance doesn't pretend every site can be perfect; it sets a clear default (don't face the residential edge), and if constraints make it infeasible, it still requires screening and design choices that reduce noise spillover. The logic is outcome-oriented: reduce the most common points of conflict without making sites impossible.

The yard enclosure trigger within 250 feet of a residential-abutting lot line is essentially a "last mile" protection. Even with setbacks and buffers, some sites will place equipment relatively near the edge due to geometry or phasing. Requiring an opaque fence or wall (with a defined height cap unless a security plan justifies more) creates a physical barrier that helps with both visibility and, in many cases, line-of-sight sound. Again, the ordinance closes loopholes by rejecting chain-link-with-slats as compliance and by keeping enclosures out of front yards unless the general fence rules allow it. The logic is consistency with the rest of the UDO while still demanding a real barrier where proximity makes it necessary.

The noise section is the centerpiece, because noise is the externality that most often drives complaints and enforcement costs. This ordinance makes a deliberate choice to hold data centers to the City's "Commercial or Business" noise limits and limited-audibility distance standards, measured at or beyond the property boundary. That's a clarity move and an equity move: it avoids inventing a bespoke noise regime in the UDO while still selecting a noise category that is stricter than industrial-style expectations. The ordinance then focuses on the most sensitive recurring event – routine generator testing – and limits it to weekdays during business hours, with holidays excluded, while carving out true emergencies. It also prohibits outdoor amplified sound except for life-safety emergencies and limits routine outdoor maintenance with powered equipment to the same weekday business window. The logic is to prevent the "worst moments" from occurring at the times residents experience as most intrusive (early morning, evenings, weekends) while preserving operational reliability and emergency response.

The acoustical submittal framework is designed to be proportional for the baseline principal-use category and mandatory for the energy-center category. For a standard principal facility, the ordinance uses a trigger-based "Acoustical Compliance Memorandum" that becomes required when risk is higher: when the project needs an SUP, when it touches residential, when it's within 500 feet of residential zoning, when equipment is within 250 feet of any lot line, or similar proximity conditions. This is a workload-management logic: require technical proof when conditions suggest a higher probability of noncompliance or conflict; don't force every low-risk site into a full study.

The content requirements for the Memorandum (and the Energy Center "Acoustical Study") are specific on purpose: map sources, provide manufacturer data, model boundary sound levels, show compliance with the adopted noise standard, and identify mitigation measures that are actually incorporated into the site plan. That last part is critical. The ordinance isn't satisfied with "we'll mitigate later"; it ties mitigation to approved plans, requires installation before CO for the applicable phase, and requires maintenance for the life of the use. The completeness standard then gives the Administrator a clean gatekeeping tool: either the required elements are present and prepared by a qualified professional, or the submittal is incomplete, and the applicant is told what's missing. The logic is enforceable administration: clear submittal expectations, clear approval threshold, and mitigation that becomes inspectable, not aspirational.

The post-construction verification requirement is what makes the whole noise framework real. Modeling can be accurate, but field conditions and vendor substitutions happen. This ordinance requires an actual boundary sound test report after continuous operations begin (and explicitly expects representative worst-case conditions, including at least one scheduled generator test event where generator testing is part of routine operations). If testing shows noncompliance, the owner must implement mitigation and retest. The logic is accountability: The City is not guessing; compliance is demonstrated in the environment where neighbors experience the impacts.

The remaining provisions are "no surprises" clauses that prevent misreadings and close operational gaps. The air quality clause makes clear the UDO isn't rewriting state/federal emissions rules. The lighting clause ties security lighting to the City's full cut-off and spill protections, so data center security needs don't become a perpetual glare issue. The utility coordination submittal forces early documentation that PWC/other utilities have been engaged, which is a practical step to avoid late-stage infrastructure conflicts. And the 24-hour contact requirement is a classic operations-and-enforcement tool: when there is a complaint, the City and residents aren't stuck chasing a corporate owner through a generic hotline; there is a responsible person who can respond quickly.

The "with Energy Center" section largely mirrors the baseline standards, but the differences are intentional signals about risk. It increases residential-edge separation, and it changes acoustics from "trigger-based memorandum" to a required Acoustical Study, full stop. That is the ordinance's way of saying: once you add an energy center operational model, the City is not waiting to see whether a trigger happens—technical demonstration and post-construction confirmation are required because the probability and stakes of impact are higher.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-5.A, OFF-STREET PARKING, LOADING, AND CIRCULATION, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Table 30-5. A.4.b, Minimum Off-Street Parking Standards, is amended by inserting the following use and parking standard under the Industrial Use Classification:

Telecommunications and Data Storage Facility, Principal Use, With or Without Energy Center:

Minimum: 1 space per 1,000 square feet of accessory office/support areas + 1 space per employee on the largest shift + visitor parking: 3 spaces per site + 1 space per principal building, up to a maximum of 10 visitor spaces per site.

Maximum: Two times the minimum number of spaces required, unless an Alternative Parking Plan is approved pursuant to Section 30-5. A.8.

Section 2. Table 30-5. A.10, Required Off-Street Loading Spaces, is amended by inserting the following use and loading standard under "All other Commercial and Industrial Uses":

Telecommunications and Data Storage Facility, Principal Use, With or Without Energy Center:

Minimum: 1 loading space per principal building.

Section 3. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 4 - Add Parking & Loading Standards (Article 30-5.A)

This ordinance is necessary because the UDO's standard parking and loading ratios don't fit how data centers actually function. If you apply typical industrial or commercial ratios to a use that has a very large floor plate but comparatively low routine staffing, you either overbuild parking (creating unnecessary pavement, stormwater, heat, and visual impacts) or you get inconsistent, negotiated outcomes case-by-case. The point here is to make the requirement predictable and proportional for a use that is infrastructure-heavy but people-light.

The parking minimum is structured around what actually generates demand. Tying parking to "accessory office/support areas" captures the only portion of a data center that behaves like a conventional workplace, where square footage correlates with people and visitors. Adding "one space per employee on the largest shift" then covers the core operations reality—security, facilities staff, network operations, and on-call presence—without letting the overall building size force a parking field that will sit empty. The visitor requirement (a small baseline plus a per-building component with a site cap) is a practical recognition that these facilities still get periodic site visits: inspectors, utility coordination, vendors, clients, auditors, and corporate staff. It ensures there is always some visitor capacity on-site, but the cap prevents visitor parking from ballooning into a de facto second parking standard.

The parking maximum—two times the minimum unless an Alternative Parking Plan is approved—is doing the land-use management work. It stops "just in case" overpaving that can undermine adjacent compatibility, increase runoff, and lock in a suburban parking footprint even in districts where the City is trying to manage impervious surface and site form. At the same time, it leaves a clear escape valve for unusual operational needs, phased build-out, or unique tenant patterns through the Alternative Parking Plan process, so the ordinance is firm by default but not rigid when facts justify flexibility.

The loading standard—one loading space per principal building—reflects the delivery pattern you can reasonably expect without over-prescribing. Data centers need regular but not constant freight activity: equipment swaps, parts deliveries, palletized IT hardware, mechanical replacements, and periodic contractor mobilizations. Requiring one space per building guarantees functional logistics capacity and keeps loading from spilling into drive aisles or fire lanes, while avoiding a higher ratio that would force unnecessary paved area for a use that is not a high-turnover distribution operation.

Overall, the ordinance is a calibration move: require enough parking and loading to run the use and support inspections and visitors, but prevent the code from accidentally incentivizing oversized asphalt that creates secondary impacts unrelated to the actual operation of a data center.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, DISTRICTS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO AMEND SECTION 30-3.H.6, AIRPORT OVERLAY (APO) DISTRICT.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Amendments to Section 30-3.H.6 (Airport Overlay District)

A. 30-3.H.6.c. District Standards (introductory paragraph only)

The introductory paragraph of subsection **30-3.H.6.c** is hereby amended as follows:

The land uses allowed under the terms of this Ordinance shall continue to be allowed in the same manner as established by this Ordinance; however, upon the consideration of any petition for the rezoning of property within the APO, the City Manager, the Zoning Commission, and the City Council shall give considerable weight to the following factors when formulating their recommendations or decisions. Notwithstanding the foregoing, the requirements in subsections (c)(3) through (c)(5) below shall apply to all new development within the APO as provided in subsection (b).

B. 30-3.H.6.c.3. Structures

Subsection **30-3.H.6.c.3** is hereby amended as follows:

3. Structures

Structures shall not be erected, altered or maintained and no tree shall be allowed to grow to a height in excess of the applicable height limits established and regulated by the Federal Aviation Administration (FAA), including rooftop mechanical equipment and screens, antennas, exhaust stacks, light poles, and similar appurtenances, and ~~prior to application for any Building Permit~~ for any development subject to Site Plan approval, prior to Site Plan approval, and prior to application for any Building Permit the developer shall provide the City

a copy of the FAA's acknowledgement of receipt of FAA Form 7460-1, Notice of Proposed Construction or Alteration, as required by Part 77 of the Federal Aviation Regulations (14 C.F.R Part 77). In the event the FAA's acknowledgement indicates the proposed development would provide an obstruction and/or a hazard to air navigation, the developer must provide either written consent from the Airport Director as related to the proposed development or seek a Variance under the provisions of this Ordinance. Notwithstanding the provisions of this section, height limitations shall not apply to any structure or any vegetation that is 35 feet or less in height, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limits of the FAA. The FAA height limitations generally include the following:

a. Approach Zone…

b. Transitional Zone…

c. Conical Zone…

d. Horizontal Zone…

Temporary construction cranes and other temporary structures shall comply with applicable FAA notice requirements.

C. 30-3.H.6.c.4. Notice Required

Subsection **30-3.H.6.c.4** is hereby amended as follows:

4. Notice Required

Any site plan, Subdivision Plan, or Final Plat for land located within the APO that is submitted for review and approval under the terms of this Ordinance shall contain the following notice: "Property shown on this plan/plat is within the City of Fayetteville Airport Overlay District". In addition, any Site Plan for land located within the APO shall identify the maximum height

above grade for all proposed buildings and structures, including rooftop mechanical equipment and screens, antennas, exhaust stacks, light poles, and similar appurtenances, as applicable. Prior to approval of a Site Plan within the APO, the Administrator shall transmit the application materials to the Fayetteville Airport Director for review and comment when the proposed development includes one or more of the following features:

a. One (1) or more stationary emergency/standby generators;

b. On-site fuel storage with an aggregate capacity of 1,320 gallons or greater;

c. Cooling towers, evaporative cooling, or other cooling systems reasonably expected to generate visible plumes/steam under typical operating conditions;

d. Outdoor lighting mounted greater than twenty-five (25) feet above grade; and/or

e. Any structure or appurtenance that requires FAA notice under 14 C.F.R. Part 77.

D. 30-3.H.6.C.5. Lighting

Subsection **30-3.H.6.c.5** is hereby amended as follows:

5. Lighting

Any allowed use, subdivision, or other development located within the APO shall not include outdoor lighting or illumination arranged and/or operated in such a manner as to be misleading or pose a danger to aircraft operations, shall not create glare or other illumination that could be confused with airport lighting or that otherwise impairs pilot vision, and in no case shall lighting be in contradiction to the provisions of this Ordinance. Further, no use or development within the APO shall be established, operated, or maintained in a manner that (a) emits smoke, steam, dust, particulates, or other substances that impair aircraft visibility or interfere with aircraft operations; (b) creates electrical, electronic, or electromagnetic interference that

disrupts or degrades airport communications, radar, or navigation aids; or (c) attracts birds and water fowl in a manner that increases wildlife strike risk.

Section 2. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 5 – Airport Overlay (APO) Amendment

The Airport Overlay District already identifies the right airport-compatibility concerns – height and obstructions, lighting, visibility, electrical interference, and bird/waterfowl attraction – but the code largely treats those issues as things to weigh during rezonings. The practical problem is that many modern industrial projects can be permitted through site plan and building permit pathways without a rezoning, which means airport-compatibility review can occur late, or inconsistently, even though the underlying hazards are the same. This amendment closes that gap by making the key APO requirements operate as enforceable, location-based development standards, so projects in the overlay are reviewed for airport impacts early enough to avoid redesigns, delays, and avoidable hazards.

First, the ordinance clarifies that the APO requirements tied to structures and lighting apply to all new development in the overlay, not just rezonings. The logic is simple: an airport hazard is a physical condition created on a site within an approach environment. It does not depend on whether the entitlement was discretionary or by right. By making the core standards apply to development generally, the City avoids a loophole where a project in the APO can advance without the same level of compatibility screening simply because it did not require a rezoning petition.

Second, the ordinance tightens the "structures" language to reflect how contemporary facilities are actually built and operated. Airport-relevant height is often driven by rooftop mechanical units and screens, antennas, exhaust stacks, and tall poles, not only the primary building roofline. By explicitly including those appurtenances, the code becomes enforceable against the elements that most commonly create airspace conflicts. The ordinance also moves FAA notice documentation earlier in the process by requiring proof of FAA Form 7460-1 acknowledgement prior to site plan approval when a project is subject to site plan review, while still preserving the building-permit timing requirement. The purpose is to avoid approving a site plan that later cannot be built as designed because the FAA or airport identifies an obstruction or hazard. In the same spirit, the ordinance adds a clear statement that temporary construction cranes and similar temporary structures must comply with applicable FAA notice requirements, recognizing that cranes can be the tallest objects on a site and can present short-term but serious airspace and safety issues during construction.

Third, the ordinance improves the usefulness of APO review by requiring site plans in the overlay to disclose maximum heights above grade for buildings and related appurtenances. Without that information, neither staff nor the airport can reliably evaluate whether a proposal may affect protected airspace or trigger FAA notice. The ordinance then establishes a targeted referral process to the Airport Director for projects that include specific features commonly associated with aviation risk: standby generators, substantial fuel storage, cooling systems that may generate visible plumes or steam, tall outdoor lighting, or any structure or appurtenance that requires FAA notice under Part 77. This is not a prohibition. It is an early coordination step

designed to surface aviation concerns when the plan can still be adjusted through notes, placement, shielding, operational commitments, or other mitigation.

Finally, the ordinance strengthens the lighting standard to make it more concrete and operationally meaningful. It explicitly addresses glare and the risk of lighting that could be confused with airport lighting or that impairs pilot vision, which is one of the most direct ways off-airport development can create safety concerns. It also makes explicit that development in the APO cannot be operated in a way that impairs visibility through smoke, steam, dust, or particulates; cannot create electrical or electromagnetic interference with airport communications, radar, or navigation aids; and cannot create conditions that attract birds and waterfowl in ways that increase strike risk. The logic is performance-based: The City is not trying to regulate a particular industry by name inside the overlay. It is setting clear, enforceable expectations that any development in the APO must avoid creating the specific hazard types that airports are known to be vulnerable to.

Taken together, these changes make the APO function the way it is intended to function in practice: predictable standards tied to location, earlier identification of airspace and operational hazards, and a clean review path that helps projects move forward without late-stage surprises – especially for facilities like data centers that can be by-right yet include generators, fuel, cooling equipment, and security lighting that can matter a lot in an airport environment.

City of Fayetteville

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

Meeting Agenda - Final

Planning Commission

Tuesday, February 17, 2026 | **6:00 PM** | **City Hall, Lafayette Conference Room**

1.0 CALL TO ORDER

2.0 APPROVAL OF AGENDA

3.0 CONSENT

3.01 26-0115 **Approval of Meeting Minutes:** January 20, 2026

4.0 LEGISLATIVE HEARINGS

4.01 26-0106 **TA26-01 - Unified Development Ordinance (UDO) Text Amendments: Telecommunications and Data Storage Facilities (Data Centers)**

5.0 OTHER ITEMS OF BUSINESS

6.0 ADJOURNMENT

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: 26-0115

Agenda Date: 2/17/2026 **Version:** 1 **Status:** Agenda Ready

In Control: Planning Commission **File Type:** Consent

Agenda Number: 3.01

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

THRU: **Planning Commission**

FROM: **Catina Evans - Office Assistant II**

DATE: **February 17, 2026**

RE:

Approval of Meeting Minutes: January 20, 2026

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Strategic Operating Plan FY 2021
Goals 2026

Goal 6: Collaborative Citizen & Business Engagement

- Objective 6.2 - Ensure trust and confidence in City government through transparency & high-quality customer service.

Executive Summary:

The City of Fayetteville Planning Commission conducted a meeting on the referenced date during which they considered items of business as presented in the draft.

Background:

NA

Issues/Analysis:

NA

Budget Impact:
NA

Options:
1. Approve draft minutes;
2. Amend draft minutes and approve draft minutes as amended; or
3. Do not approve the draft minutes and provide direction to Staff.

Recommended Action:
Option 1: Approve the draft minutes.

Attachments:
- Draft Meeting Minutes: January 20, 2026

MINUTES
CITY OF FAYETTEVILLE
PLANNING COMMISSION MEETING
LAFAYETTE ROOM, CITY HALL
JANUARY 20, 2026 @ 6:00 PM

Members Present
Larry Marshall, Chair *
Alex Keith, Vice-Chair
Austin Joseph
Ernest Logan
Joe Connor
Keith Reid
Raymond Makar

Staff Present
Scott Walters, Senior Planner
Craig Harmon, Senior Planner
Victoria Curtis, Assistant City Attorney
Catina Evans, Office Assistant II

Members Absent
Heather Holmes
Maybelyn Rodriguez Laureano

I. CALL TO ORDER

Alex Keith called the January 20, 2026, Planning Commission meeting to order at 6:05 p.m. The members introduced themselves.

II. APPROVAL OF THE AGENDA

MOTION: Joe Connor made a motion to approve the agenda.
SECOND: Austin Joseph
VOTE: Unanimous (6-0)

III. APPROVAL OF CONSENT ITEMS TO INCLUDE THE OCTOBER 21, 2025, MEETING MINUTES

MOTION: Joe Connor made a motion to approve the consent items to include the minutes from the October 20, 2025, meeting, with the amendment to revise his first name from Eric to Joe and to revise Austin Joseph's last name from Hadley to Joseph.
SECOND: Austin Joseph
VOTE: Unanimous (6-0)

- ❖ Larry Marshall entered the meeting at 6:08 p.m.

IV. LEGISLATIVE HEARING:

TA26-01: Proposed Amendments to Chapter 30 Sign Regulations

Scott Walters presented information about this text amendment. Chair Larry Marshall opened the hearing for speakers. There were no speakers, so he closed the hearing, and the board members deliberated. Alex Keith made an initial motion and the board unanimously approved it as follows:

MOTION: Alex Keith made a motion to approve option 2 of number 9, which is 30-5.L.8.B.2.a.1.
SECOND:
VOTE: Unanimous (7-0)

The final vote was initiated by Joe Connor as follows:

MOTION: Joe Connor made a motion to approve the proposed text amendment with the acceptance of option number 2 for item number 9 as Mr. Keith suggested, with the understanding that UC (zoning district) would be removed from that option.
SECOND: Alex Keith
VOTE: Unanimous (7-0)

ALTA24-01: Revision of the Alternative Sign Plan as Presented by Fayetteville State University

Scott Walters presented information about this text amendment. Larry Marshall opened and closed the hearing because no speakers were present, and the board deliberated.

MOTION: Alex Keith made a motion to approve the Master Plan for FSU as it is.
SECOND: Joe Connor
VOTE: Unanimous (7-0)

IV. ADJOURNMENT

MOTION: Larry Marshall made a motion to adjourn the Tuesday, January 20, 2026, meeting.
SECOND: Joe Connor
VOTE: Unanimous (7-0)

The meeting adjourned at 7:21 p.m.
Respectfully Submitted by Catina Evans

433 Hay Street
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City of Fayetteville

City Council Action Memo

File Number: 26-0106

Agenda Date: 2/17/2026 **Version:** 1 **Status:** Agenda Ready

In Control: Planning Commission **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 4.01

TO: **Zoning Commission**

THRU: **Craig Harmon, CZO - Senior Planner**

FROM: **Demetrios Moutos, AICP - Planner II**

DATE: **February 17, 2026**

RE:
TA26-01 - Unified Development Ordinance (UDO) Text Amendments: Telecommunications and Data Storage Facilities (Data Centers)

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
The FY2025 Strategic Plan frames the City's efforts around providing quality, sustainable public services that help communities thrive, and businesses grow, while promoting a vision of a city that is safe, prosperous, innovative, and unified. The TA26-01 data center amendments support this framework by establishing clear, manageable rules for an emerging, infrastructure-heavy land use, while maintaining a focus on measurable impacts and predictable, transparent review. The package reduces ambiguity in the UDO, aligns entitlements with suitable locations, and adds standards designed to be enforceable over time - exactly the kind of "forward-thinking" and data-informed governance described in the Strategic Plan.
Under Goal I (Safety & Security), the amendments enhance the City's ability to prevent and respond to operational issues that could become public safety concerns if unregulated. Data centers can incorporate high-voltage electrical systems, fuel storage, generator equipment, and other specialized components that operate continuously. By clearly defining their use and applying use-specific standards based on actual impacts - especially noise and operational controls - the ordinance package reduces nuisance conditions that lead to complaints and repeated enforcement actions. It also helps ensure the city can hold operators to objective, verifiable requirements. In short, the amendments promote a safer and more secure community by establishing clearer expectations upfront

and more dependable compliance tools after construction.

Under Goal II (Diverse & Viable Economy), the amendments promote a stable development environment while protecting the community from unnecessary conflicts. A key economic development concern for any emerging use is certainty: applicants and residents need to understand what the use is, where it may be located, and what performance expectations apply. TA26-01 advances the Strategic Plan's goals related to maintaining a diverse tax base, leveraging partnerships for job creation and retention, and fostering a positive development climate by (1) defining and clearly naming the use to prevent ad hoc regulation, (2) placing it in the Use Table with explicit approval pathways, and (3) reserving discretionary review for higher-impact external proposals (such as facilities with an on-site Energy Center). This approach enhances predictability for responsible projects in suitable employment zones while allowing the City to address site-specific compatibility concerns where impacts are more likely.

Under Goal III (City Investment Planning), the relationship is straightforward. The Strategic Plan highlights managing future growth and strategic land use, ensuring timely and precise development review, strengthening code enforcement, and expanding "smart city" capabilities. Data centers, being dependent on utilities and infrastructure, can impose substantial demands on electric capacity, water/sewer systems, and transportation logistics during construction. TA26-01 aligns with this goal by combining land use directives (entitlements) with submission and operational standards that encourage early coordination and clearer documentation. This approach helps the City plan infrastructure proactively, minimizes surprises late in the review process, and promotes more consistent enforcement because the required documentation and performance standards are codified in the ordinance rather than negotiated informally.

Under Goal IV (Live, Work, & Recreate), the amendments enhance the Strategic Plan's focus on improving quality of life by increasing compatibility at neighboring edges and addressing airport-related issues. The use-specific standards aim to reduce common sources of long-term friction - such as noise, outdoor equipment placement, and screening - to ensure that growth in employment areas does not negatively impact nearby residential communities. Additionally, the airport overlay amendment directly supports the Strategic Plan's objective to maintain high-quality transit and airport services by requiring development features related to large industrial campuses to undergo compatibility reviews. This approach improves safety, minimizes avoidable conflicts with airport operations, and aligns with the City's broader mobility and connectivity goals.

Under Goal V (Financially Sound City), TA26-01 promotes fiduciary accountability and service excellence by making the development review and enforcement process more efficient and defensible. Clear definitions decrease staff time spent on interpretive disputes. Use-table clarity reduces uncertainty for applicants and the City. Objective, enforceable standards lower repeated complaint cycles and help staff focus on measurable compliance rather than subjective judgement calls. The tailored parking and loading standards also support efficient land use and prevent unnecessary overbuilding, which can lead to long-term maintenance and stormwater issues. Overall, the amendments help the City deliver consistent, high-quality service with fewer avoidable administrative costs.

Under Goal VI (Collaborative Government), the amendments align with the Strategic Plan's focus on trust, transparency, and productive engagement with residents, businesses, and partner agencies. A key source of public mistrust in land use regulation

is inconsistency - when outcomes depend on interpretation rather than clear rules. TA26-01 reduces that risk by clarifying the City's expectations and structuring decisions around predictable triggers and submittals. Equally important, the package promotes collaborative implementation: it emphasizes clear coordination points with utilities and airport-related reviews, and it reinforces accountability by requiring designated points of contact and documented compliance processes. This approach supports informed public discussion, boosts confidence in City procedures, and makes it easier for stakeholders to understand how and why decisions are made.

Executive Summary:

TA26-01 is a package of UDO text amendments that establishes a clear, enforceable framework for Telecommunications and Data Storage Facilities (data centers). The amendments do three things: define the use precisely (including principal versus accessory forms), place it in the Use Table with clear entitlements by zoning district, and add targeted, use-specific standards that address the impacts most likely to affect nearby properties and City operations. The package also adjusts parking/loading expectations to reflect the operational realities of data centers and updates the Airport Overlay District to ensure early compatibility review where height, lighting, cranes, and related features could impact airport operations.

The overall approach is impact-based and designed to improve predictability, fairness, and enforceability. Lower-impact forms of use have a clearer pathway in suitable employment and industrial districts, while proposals with higher external impact potential - especially those including an on-site Energy Center - are structured for discretionary review and conditions when necessary. By reducing interpretive ambiguity and linking requirements to objective standards (such as compatibility at residential edges, equipment placement and screening, noise compliance and verification, utility coordination documentation, and operational points of contact), TA26-01 promotes responsible economic development, protect neighborhood livability, and enhances the City's ability to administer and enforce the ordinance over time.

Background:

The City's data center work has been organized as a deliberate "production-ready" effort: to treat data centers as a distinct land use, to resolve open policy questions (such as their proper placement and applicable entitlement tools), and to convert known operational impacts into enforceable development standards that can be reviewed consistently during site plan and permit reviews. A working group was convened as a cross-department, cross-stakeholder forum - including Planning, Zoning, Airport, PWC Electric, Fire Marshal, Development Services, Public Services, IT, and FCEDC, with Planning Commission representation - to test the framework and identify specific edits that staff could incorporate into the final ordinance package. The goals were practical: confirm the entitlement approach, define what a complete Utility Impact Statement should include and how it should be routed, and establish a unified method for addressing campus scale, phasing, aggregation, and impact-based triggers.

The need for these amendments stems from a simple code gap: "data center" is not currently a clear, defined, enforceable use category in the UDO. Without that clarity, the use can shift into whatever classification is most convenient with each case. This results in inconsistent entitlements, uncertain standards, and weak enforcement power - exactly

the conditions that lead to disputes during plan review and complaints after occupancy. Staff's goal has been to establish a predictable pathway for suitable locations while directly regulating the off-site externalities that actually occur: the placement and screening of large outdoor mechanical and electrical yards, the timing and noise levels of generator testing, utility demand levels, and operational features (like on-site power generation) that significantly alter a project's impact.

This end product results from an iterative process that started with an initial five-part draft ordinance package presented to the Planning Commission in October 2025. During the January 2026 working group session, staff explicitly referred to that earlier package as the "current draft ordinance package," noting it had already gone through the Planning Commission and served as the baseline for focused refinement. Instead of proceeding directly on a Council schedule, the approach shifted to deliberate rework - using the October draft as a starting point, then integrating feedback from the working group, departmental review, and enforceability edits to produce a final version that is more streamlined and defensible.

A major theme driving the rewrite is scope discipline: the working group stressed that "data center" covers everything from smaller facilities and adaptive reuse to hyperscale campuses, and warned against regulating every facility as if it were the largest national headline example. This focus led to amendments that emphasize precision - distinguishing incidental IT rooms inside ordinary buildings from data centers as the main use, and further separating the elements that truly create neighborhood impacts (dedicated exterior plant, generator operations, and utility behavior). The definitions were revised to establish clear boundaries so the code regulates externalities without unintentionally including hospitals, offices, or other uses that contain server rooms.

The entitlement structure was also refined to match impact. The Use Table amendment labels the use as "Telecommunications and Data Storage Facility" and divides it into two main variants: a standard principal facility and a principal facility "with Energy Center." This division reflects a key point from the working group: on-site power generation alters operational aspects such as generator operation frequency, fuel logistics, and the likelihood of nuisance and enforcement issues. Therefore, the "with Energy Center" version is intentionally subject to Special Use Permit review in districts where it is permitted. Meanwhile, the standards package was rewritten to address questions the Use Table cannot answer: where equipment can be located relative to residential edges, what must be demonstrated acoustically (and when), how mitigation becomes part of the approved plan, and how post-construction verification closes the loop between modeling and real-world operations.

Finally, the rewrite included a "no surprises" set of calibration fixes based on operational experience and interdepartmental review. Parking and loading standards were adjusted to suit a use that is infrastructure-heavy but people-light, avoiding oversized parking fields driven solely by floor area while still maintaining adequate visitor and service capacity. The package now also addresses airport-compatibility review more directly through an Airport Overlay amendment, recognizing that modern industrial projects (including data centers) can proceed by right through site plan and permitting processes, even though the aviation risks - such as height/appurtenances, lighting, plume/visibility issues, fuel, and generator components - remain the same whether or not a rezoning takes place. These revisions result in a clearer, more enforceable framework: more precise definitions, a Use Table that prevents classification drift, standards targeting actual impacts, and review

mechanisms that ensure the right information reaches the appropriate reviewers early enough to avoid late-stage redesigns and neighborhood conflicts.

Peer Communities

Peer communities are learning the same key lesson: you cannot regulate “data centers” like warehouses or generic industrial tenants because the impacts people actually feel are caused by external plant (cooling equipment, generator yards, substations/switchgear), operating patterns (especially routine generator testing), and the scale and timing of utility commitments. This is the same reason for naming the use and defining its parts - to regulate what creates externalities without affecting typical “server rooms” incidental to hospitals, offices, or other permitted uses. The difference between internal accessory IT rooms and accessory installations with dedicated external plant, as well as the separation between a standard principal facility and a principal facility “with Energy Center,” reflects the clarity that peer jurisdictions have had to adopt after trying to manage modern facilities through broad categories. This approach aligns with national best practices: distinguish data centers from warehouse type uses, keep approvals predictable where impacts are manageable, and apply targeted performance standards near sensitive areas.

Northern Virginia remains the clearest high-growth example of what happens when data centers expand faster than the zoning laws can adapt. Fairfax County’s adopted Data Centers Zoning Ordinance Amendment (approved on September 10, 2024; effective September 11, 2024) emphasizes noise compliance and proximity to residential areas as key concerns. For by-right data centers, Fairfax requires (1) a pre-construction noise study submitted before site plan approval and (2) a post-construction noise study submitted before issuing a Nonresidential Use Permit, both showing compliance with the County Noise Ordinance to the Zoning Administrator’s satisfaction. Fairfax also pairs these noise-study requirements with separation and design standards near residential zones, including minimum setbacks for buildings and certain equipment (with relief available through a special exception process), along with a general requirement that equipment be enclosed or screened. Loudoun County went further in its Phase 1 action (Board approval March 18, 2025): The zoning ordinance amendment mandates Special Exception (SPEX) approval for data center uses in the Industrial Park (IP), General Industry (GI), and Mineral Resources-Heavy Industry (MR-HI) districts, where they had previously been permitted by right. It also includes a grandfathering resolution and a County-issued application pathway guide for projects accepted on or before February 12, 2025, which includes a 500-foot buffer from existing residential structures that plays a role in the grandfathering decision process for certain administrative applications.

That Northern Virginia trajectory aligns closely with the direction of these amendments, even though the mechanisms are customized to Fayetteville’s code structure. Instead of requiring a full acoustical study for every proposal, the ordinance adopts a proportional approach: it applies a uniform noise compliance standard to all facilities and then mandates technical acoustical documentation and post-construction verification when the site context or project features suggest a higher potential for off-site impacts - especially near residential areas and for facilities with an on-site Energy Center. The compatibility framework is the same as Fairfax’s: regulate to the property boundary, require competent modeling and enforceable mitigation, and ensure that real-world operations align with what was promised.

Regionally, Charlotte is a useful comparison because it shows how a major North

Carolina peer has already moved to explicitly name and define the use in its UDO instead of regulating it through similar categories. Charlotte defines a “Telecommunications and Data Storage Facility” as an employee-access-only facility that houses computer systems and related components for transmitting and receiving information, including cloud storage systems and server farms. Fayetteville’s approach matches that core idea and terminology, but it goes further by addressing specific enforcement issues flagged during our process: it clearly separates accessory IT functions that remain internal from data-center-like installations that include dedicated exterior equipment. In TA26-01, the ordinance creates two accessory definitions (“Internal Plant Only” versus “with Dedicated Exterior Plant”) and defines “Dedicated Exterior Plant” as the external mechanical and electrical equipment mainly supporting the facility, such as cooling towers, chiller/condenser yards, large fan arrays, generator yards, switchgear yards, and substations. The practical reason for this distinction is simple: neighbors do not experience “server racks”; they notice outdoor equipment-noise, visuals, screening, and placement-so the ordinance makes those components clear to ensure setbacks, screening, and noise requirements are applied consistently and enforced effectively.
Raleigh is useful in a different way. Its UDO is built around broad use categories, and it places the responsibility on the Zoning Administrator to classify uses; if a proposed use is not listed, it can be treated as part of a similar listed category. This structure can work in markets where proposals are smaller, infrequent, or easier to compare. Fayetteville’s approach is intentionally different because the policy issue we are trying to address is not just “what do we call this use,” but “how do we ensure predictable review and enforceable mitigation for the specific externalities the public reacts to.” Naming the use, defining its components, and linking standards to those components reduces classification disputes and avoids case-by-case analogies at the moment when scale, complexity, and public sensitivity make ambiguity costly.
Beyond entitlement and noise, peer research also explains why Fayetteville’s package remains focused on land-use externalities rather than trying to embed broader economic development “asks” within zoning text. Many communities pursue wider public benefits through parallel channels-tax and revenue policies, workforce pipelines, infrastructure agreements, and utility partnerships-rather than through the core zoning ordinance, because zoning is most effective when it regulates siting, compatibility, and measurable impacts. Peer examples often cited include communities using data-center-driven revenues to support schools and public safety, operators pairing investments with job training and clean-energy commitments, and major companies collaborating on water and reuse strategies to reduce demand on potable systems. These examples help clarify a key design choice here: keeping the UDO focused on what it can regulate and enforce (where the use can locate, how it interacts with nearby properties, what standards apply to noise and equipment, and what documentation is required), while utilizing other tools-utility coordination processes, incentives, development agreements, and programmatic partnerships-when the goal is to secure broader community benefits that are better achieved through means other than zoning text.
Finally, two Fayetteville-specific differences are best understood as “local context” rather than a philosophical divergence from peer cities. First is the entitlement map. The Use Table structure-by-right in the primary employment and industrial districts, Special Use Permit in edge districts, and prohibited in neighborhood districts-aligns with a common peer pattern: predictable pathways in areas designed for higher-intensity employment

use, with discretionary review reserved for locations where compatibility issues are more likely and where conditions may be needed to protect nearby neighborhoods. The second is the Airport Overlay component. Many peer ordinances do not need to incorporate aviation-safety considerations into the same package, but Fayetteville does because modern data center campuses can include features relevant in an airport approach environment-taller structures and rooftop appurtenances, extensive lighting, temporary cranes, and operational factors that impact visibility or interfere with navigation and communications systems. The overlay amendment is a “no late surprises” strategy: it requires early identification of height and appurtenance limits, mandates timely FAA notice and documentation, and clarifies referral and resolution procedures so compatibility issues are identified early enough to allow redesign without delaying a project late in the site plan review.

Issues/Analysis:

Taken together, these amendments create a comprehensive regulatory “chain” for a use that the UDO previously did not identify or regulate as its own land use. The package begins by clarifying what the use is (and is not), then designates where it can be located and what entitlements are required. It also establishes the performance and design standards that directly influence the impacts on residents - especially at residential edges. The overall approach is to regulate the actual externalities of data centers (such as outdoor equipment yards, generator operations, noise, lighting, utility coordination, and complaint response) without unintentionally covering regular development that contains IT rooms. This framework offers predictability and protection: a clear pathway for investment in suitable districts, with well-defined, enforceable guardrails where conflicts are most likely to occur.

The Definitions amendment (Ordinance 1) forms the basis for everything that follows because it sets the boundary lines necessary for the rest of the code to be enforceable and fair. It considers “data center” as a spectrum, distinguishing incidental IT rooms within ordinary buildings from a true principal facility. It then further isolates the parts of the facility that generate neighborhood impacts, such as outdoor mechanical yards and generator operations, so the UDO can concentrate on the factors that create land-use externalities. It also establishes a practical distinction between accessory installations that are genuinely internal and those that add dedicated exterior plant, because simply labeling something as “accessory” is too broad to manage impact risk adequately. The goal is to prevent both overreach-such as capturing hospitals, offices, or industrial users with server rooms-and underreach-allowing a data-center-like impact profile to slip through as just “accessory” in name only.

The Use Table amendment (Ordinance 2) fulfills the necessary zoning task of turning those definitions into clear entitlements. It establishes the use rows that show where the principal use can be located and whether it is permitted by right or requires a Special Use Permit. It also separately acknowledges the higher-impact “with Energy Center” configuration by placing it in a more discretionary category. The planning approach is simple: by-right placement is designated for districts meant to handle higher-intensity employment uses, while discretionary review remains for cases where context sensitivity is greater (or where an energy-center operating model increases the likelihood and significance of off-site impacts). This also keeps review focused: once the entitlement is set, the use-specific standards provide the measurable tools that effectively prevent and

resolve conflicts.

The Use-Specific Standards amendment (Ordinance 3) marks when the package becomes operational and enforceable, rather than just classificatory. It clearly states its purpose: The Use Table can tell you “where” and “what entitlement,” but it cannot answer the questions that lead to complaints, compliance issues, and daily enforcement-such as equipment placement, separation from homes, which noise limits apply at the property line, when generator testing can happen, what must be shown on the site plan, and what occurs if actual operations differ from modeling. This ordinance addresses those gaps with a tailored framework designed to be enforceable during plan review and after occupancy, with particular focus on residential edges and other noise-sensitive areas.

Substantively, Ordinance 3 adopts a layered compatibility approach instead of relying on a single method. First, it enhances protections along residential edges through separation, buffering, and screening/enclosure requirements that focus on equipment yards and the operational “active side” of the facility. When equipment is close enough to matter, the ordinance mandates a solid, opaque enclosure and rejects “screened chain link” as a substitute for effective screening, while maintaining consistency with the broader fence and screening standards in the UDO.

Second, Ordinance 3 clarifies the City’s noise authority by explicitly defining a noise category and measurement location for data center operations. It mandates all operations and equipment-including generators, cooling systems, transformers, switchgear, and mechanical yards-to adhere to the “Commercial or Business” sound level limits and limited-audibility distance standards in Chapter 17, measured at or beyond the property boundary. Exceedances are assessed under the City’s duration standard. This choice is intentional: it avoids creating a unique noise regulation while applying a standard that offers more protection than typical industrial expectations, which is especially important at mixed-use edges.

Third, the ordinance addresses the most predictable and common disputes by regulating routine generator testing, maintenance, and other high-intrusion outdoor activities. Routine generator testing and maintenance are limited to Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays (unless a Special Use Permit has been approved), while true emergencies are not restricted. Outdoor amplified sound is prohibited except for emergency life-safety communications, and routine outdoor maintenance with powered equipment is limited to the same weekday hours with a similar emergency exception. The rationale is straightforward and defendable: to prevent the most disruptive recurring events from occurring in early mornings, evenings, weekends, and holidays - when residents are most affected by intrusion - without compromising reliability or emergency response.

Fourth - and this is the enforcement backbone - Ordinance 3 makes acoustical compliance a documented, reviewable, and verifiable requirement rather than an assumption. For higher-risk projects, it mandates an Acoustical Compliance Memorandum at the site plan stage and considers completeness a key factor for plan approval. The triggers are intentionally risk-based: The Memorandum is needed when the use requires SUP approval, when a lot line adjoins a residential base district, when a lot line is within 500 feet of a residential district, or when major equipment yards are proposed within 250 feet of any lot line. The required content is concrete (not vague): source maps, manufacturer data, a site-specific boundary analysis, demonstration of compliance with the adopted noise standard, and identification of mitigation measures

that are actually integrated into the site plan. Importantly, the ordinance links mitigation to the approved plans, mandates installation before the Certificate of Occupancy for the relevant phase, and requires ongoing maintenance. Therefore, "mitigation later" is not considered compliant.

The post-construction verification requirement ensures that the acoustical framework remains honest after occupancy. When the Memorandum is required, the owner or operator must submit a boundary sound test report within 60 days after continuous operations start, under representative worst-case conditions, including at least one scheduled generator test event where generator testing is part of routine operations. If noncompliance is documented, mitigation and follow-up testing are necessary. This creates a practical accountability loop: it acknowledges that modeling can be accurate, but field conditions and substitutions happen, and it guarantees that compliance is demonstrated in the environment where neighbors actually experience the impacts.

Beyond noise, Ordinance 3 addresses common operational gaps without attempting to rewrite state or federal regulations. It clarifies that air quality obligations are still governed by applicable federal and state requirements. It links site and security lighting to the City's exterior lighting standards, including full cut-off fixtures and Fort Bragg light-spill protections where relevant. It mandates documentation of utility coordination with PWC and other utility providers during the site plan stage. It also requires 24-hour contact information for a responsible individual who can respond to operational complaints and serve as a direct enforcement contact. These provisions are not mere formalities; they help the City reduce delays and unclear responsibilities during complaints and prevent late-stage utility conflicts that could lead to public infrastructure costs and service interruptions.

Ordinance 3 also classifies the "with Energy Center" configuration as a higher-risk operating model and indicates this through more stringent acoustical expectations. For this category, an Acoustical Study is required-not just trigger-based-it must be submitted and deemed complete at the site plan stage before approval. The study must include key elements such as source mapping, manufacturer data, boundary predictions, compliance demonstration, and plan-incorporated mitigation, all prepared by a qualified professional. The ordinance then enforces the same "make it real" requirements: mitigation shown on approved plans, installed before the Certificate of Occupancy (CO) for the relevant phase, maintained throughout the life of the use, and verified through post-construction boundary testing. The planning approach aligns with the broader framework: when the likelihood and impact of an issue increase, the burden of proof becomes universal rather than conditional.

The Parking and Loading amendment (Ordinance 4) aligns the parking code with how these facilities operate instead of treating them like typical industrial buildings. It sets a minimum parking requirement based on the parts of the facility that actually generate parking demand-such as accessory office/support areas and the largest employee shift-and then includes a modest, capped visitor component that reflects real-world visitation patterns without encouraging overbuilding parking. The visitor component is structured as three spaces per site plus one per principal building, capped at ten per site, with the maximum parking set at twice the minimum unless an Alternative Parking Plan is approved. For loading, it requires one loading space per principal building, which meets the steady need for deliveries and service access without requiring an oversized standard.

Finally, the Airport Overlay amendment (Ordinance 5) addresses a key structural weakness in the current functioning of the APO by applying important compatibility requirements to development activities, not just rezonings. The ordinance explicitly extends these requirements in the relevant subsection

Consistency and Reasonableness Statement

Text Amendments

Pursuant to N.C.G.S. §§ 160D-604 and -605, the Planning Commission finds that the proposed text amendments in TA26-01 are consistent with the City's Comprehensive Plan and Future Land Use Map because they create a targeted, modernized regulatory framework for an emerging industrial use that supports economic development goals and enhances neighborhood and public safety protections.

Case Summary (Recommendation Basis):

TA26-01 is a coordinated set of Unified Development Ordinance text amendments designed to regulate Telecommunications and Data Storage Facilities (data centers) as a distinct land use with clear entitlements and enforceable, impact-focused standards.

Collectively, the ordinances:

- Revise the Use Table to specify where the two main data center use types are permitted and identify the applicable approval process, with a cross-reference to the new use-specific standards.
- Add use-specific standards that address the most common factors influencing compatibility issues and enforcement requirements, such as equipment placement, operational noise, generator testing windows, post-construction verification, lighting, and utility coordination.
- Add customized parking and loading standards that are proportional to a "people-light/infrastructure-heavy" use, while avoiding unnecessary overpaving.
- Enhance enforceability of the Airport Overlay District (APO) by applying key airport-compatibility standards to all development activities, not just rezonings, requiring earlier FAA documentation when relevant, and introducing a targeted referral process to the Airport Director for features typically linked to aviation risk, such as generators, fuel storage, cooling plumes or steam, tall lighting, and Part 77 notice items.

Consistency

1. **GOALS**

The amendments align with the goals of the Comprehensive Plan, highlighting:

GOAL(S)	CONSISTENT	INCONSISTENT
• Promote economic growth and development by establishing a predictable entitlement and operating framework for major employment and technology-supportive investments, while maintaining clear review pathways.	**X**	
• Safe and Stable Neighborhoods/Compatibility by addressing externalities that directly impact nearby residents – especially noise, equipment siting, generator testing, service-yard activity, and lighting – through	**X**	

enforceable, use-specific standards rather than ad hoc negotiations. • Resiliency and infrastructure planning involve requiring early utility coordination documentation and defining the information needed to assess serviceability and the implications for downstream infrastructure. • Major institutions and public safety assets can be protected by strengthening airport-compatibility protections in the APO, ensuring hazards are reviewed consistently and early enough to prevent redesigns, delays, and avoidable safety risks.	**X** **X**	

2. LAND USE POLICES AND STRATEGIES:

The amendments are **consistent** with land use policies and implementation strategies that support:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
• Targeted code updates to resolve emerging issues with clear, enforceable standards instead of case-by-case ambiguity.	**X**	
• Implement appropriate siting and proportional regulation by differentiating principal data center uses from incidental or accessory IT functions. This approach prevents overreach while effectively regulating components that create external impacts, such as outdoor plant, generator operations, and utility demands.	**X**	
• Ensure compatibility at sensitive edges through clear operational limits and verification (weekday generator testing windows, boundary measurement and compliance, post-construction testing and corrective actions), along with basic site-operational tools that support enforcement (24-hour contact).	**X**	
• Enhance airport safety and coordination by applying APO standards to development pathways that do not involve rezonings, clarifying what constitutes height and structure risks (including rooftop mechanical and similar appurtenances), and requiring early disclosure and referral for features commonly linked to aviation hazards.	**X**	

3. Future Land Use Map Consistency

- **Text Consistency:** The proposed text amendments align with the Comprehensive Plan because they establish predictable, impact-based development standards for an emerging use while guiding compatibility tools to the areas and conditions where conflicts are most likely.

- **Map Consistency:** Not applicable. TA26-01 is a text amendment and does not modify the Future Land Use Map.

Reasonableness

The proposed amendments are sensible and serve the public interest because they support the Comprehensive Plan goals outlined above and promote City priorities related to economic growth, infrastructure collaboration, neighborhood harmony, and public safety.

It is also justified and serves the public interest because:

1. It aligns the rules with actual land use. The framework clearly distinguishes incidental IT rooms from data centers as a primary use, then targets regulation on the specific components that cause off-site impacts (generator operations, exterior mechanical yards, utility intensity).
2. It enhances predictability and enforceability. The use table sets clear permissions based on zoning districts and links the use to specific standards, reducing arbitrary interpretations and promoting consistent management.
3. It directly addresses the most common public complaints and enforcement challenges – noise. The use-specific standards establish a clear compliance approach, limit routine generator testing and other high-disturbance activities to specific weekday hours, and require post-construction verification with mitigation and retesting if noncompliance is detected.
4. It adjusts review effort based on risk. The acoustical submittal structure is designed to require technical proof when proximity and context indicate a higher chance of impact, while still applying stricter standards to higher-intensity operational models (energy center).
5. It prevents secondary impacts from excessive parking. The parking/loading standards match actual operational demand and include a maximum (unless an alternative parking plan is approved), reducing unnecessary impervious surfaces, runoff, heat, and visual impacts.
6. It addresses an APO review gap that can cause late-stage risks and delays. Many modern industrial projects can move forward through site plan and building permit pathways without rezoning; the APO amendment applies key compatibility standards to development overall and adds early documentation and referral steps for aviation risk features (generators, fuel, cooling plumes, tall lighting, Part 77 items).
7. It reflects the working group's core approach: neither "pro" nor "anti," but predictable and compatible. The package is built around externalities and enforcement realities rather than headlines, aiming to enable investment while reducing avoidable impacts.

The amendment also benefits the public interest because it:

- Establishes a clear, defensible framework that minimizes uncertainty for applicants, staff, and nearby residents.
- Protects public safety assets, including the airport environment, through earlier, more consistent review triggers and enforceable standards.
- Balances economic development value with compatibility and infrastructure realities by focusing regulation on measurable impacts and manageable standards.

Additional comments:

February 17, 2026

Date

Chair Signature

Print

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-9, DEFINITIONS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1.

Subsection 30-9. D, Definitions, is amended by adding the following new definitions in alphabetical order:

Accessory Telecommunications and Data Storage Facility, Internal Plant Only. A Telecommunications and Data Storage Facility (Data Center) that is accessory to a permitted principal use and does not include a Dedicated Exterior Plant (as defined herein) serving the Telecommunications and Data Storage Facility.

Accessory Telecommunications and Data Storage Facility, with Dedicated Exterior Plant. A Telecommunications and Data Storage Facility (Data Center) that is accessory to a permitted principal use and includes Dedicated Exterior Plant (as defined herein) serving the Telecommunications and Data Storage Facility.

Adjacent to a Noise-Sensitive Land Use. For the purposes of Telecommunications and Data Storage Facility standards, "adjacent" includes abutting a Noise-Sensitive Land Use and being separated from it only by a public street or right-of-way.

Data Hall. The secured rooms or floors within a Telecommunications and Data Storage Facility (Data Center) that house server racks and related IT equipment. Office and support areas are excluded from the Data Hall.

Dedicated Exterior Plant. External mechanical and/or electrical equipment mainly supporting a Telecommunications and Data Storage Facility (Data Center), including but not limited to cooling towers,

chiller yards, condenser yards, large fan arrays, generator yards, primary switchgear yards, substations, and similar outdoor utility or mechanical installations that support the facility's operation.

Emergency Backup Generator. An internal combustion engine generator set used to supply electrical power during utility outages and for necessary testing/maintenance. It is not intended for routine or continuous operation and complies with applicable federal and state air regulations.

Energy Center. A set of on-site power generation equipment and associated infrastructure designed to operate beyond emergency standby conditions, including prime or continuous operation, peak shaving, microgrid operation, load management during regular utility service, or export of electricity. Energy Center does not include Emergency Backup Generators that run only during utility interruptions and limited testing or maintenance.

Generator Testing / Maintenance Operation. Scheduled operation of an Emergency Backup Generator for maintenance, exercising, commissioning, or reliability testing.

Noise-Sensitive Land Use / Noise-Sensitive Receptor. A property that includes residential units, public parks or open spaces accessible to the public, schools, day care centers, hospitals, nursing or assisted living facilities, or similar uses where people regularly sleep, study, receive care, or engage in outdoor recreation.

Telecommunications and Data Storage Facility (Data Center). A facility primarily used to house computer servers, storage equipment, networking devices, and related mechanical and electrical infrastructure for processing, storing, and transmitting digital information. The use may include equipment yards, cooling systems, electrical gear, uninterruptible power supply systems, energy storage, emergency backup generators, and a limited number of accessory offices, security, and support areas. "Telecommunications and Data Storage Facility (Data Center)" can comprise multiple buildings

operating as a single campus. This term does not include broadcast studios, call centers, general office buildings, or accessory server/IT rooms that are incidental to another permitted use.

Telecommunications and Data Storage Facility, Principal Use. This refers to a Telecommunications and Data Storage Facility (Data Center) that serves as the main purpose of a building, tenant space, or development site.

Telecommunications and Data Storage Facility, Principal Use, with Energy Center. A Telecommunications and Data Storage Facility, Principal Use, that includes an Energy Center (as defined herein).

Typical Building Mechanical/Electrical Equipment. Mechanical and electrical equipment that serves a general building purpose and is customary for similar developments (e.g., standard rooftop HVAC units serving office, retail, or industrial tenant areas), which should not be considered Dedicated Exterior Plant solely because it is located outdoors.

Utility Impact Statement (Data Center). A submittal prepared for a Telecommunications and Data Storage Facility (Data Center) site plan documenting projected peak electrical demand (MVA/MW), anticipated water consumption and wastewater flows by process (potable, cooling, fire reserve), cooling method, number and rating of backup generators, on-site fuel storage type and volume, and any energy storage proposed, with confirmation of coordination with the Public Works Commission or other utility provider.

Section 2.

It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to achieve this purpose.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 1 – Add Definitions (Article 30-9.D)

The core reason these definition inclusions are necessary is simple: “data center” is not one thing, and the UDO needs language that cleanly separates (1) incidental IT rooms inside normal buildings from (2) data centers as a primary land use, and the further separates (3) the parts of a data center that actually drive neighborhood impacts (outdoor mechanical yards, generator operations, on-site power generation, and utility demands). The Working Group explicitly flagged that “data center” spans everything from small facilities and adaptive reuse to hyperscale campuses, and warned against treating every facility like the biggest national headline examples; it also noted that many “data-center-like” functions already exist as accessory components of other uses, while the real policy problem is data centers emerging as a principal use at major scale. The ordinance definitions operationalize that distinction so the City can regulate what actually creates externalities, without accidentally sweeping in hospitals, offices, or other uses that merely have server rooms.

The shift to the term “Telecommunications and Data Storage Facility” is doing two jobs at once. First, it anchors the use in what it physically is (servers plus the specialized mechanical/electrical infrastructure that makes them run). Second, it draws a bright line around what it is not – broadcast studios, call centers, general office buildings, and accessory IT rooms incidental to another permitted use – so applicants can’t “fit” the use into a softer category, and staff aren’t forced into case-by-case analog arguments.

The “Principal Use” definition is the legal hinge that keeps the whole framework from overreaching. It tells everyone when the data center standards are supposed to apply: when the facility is the main purpose of the building, tenant space, or site. Without this, you get constant edge cases where an applicant claims they’re “just an accessory component,” or staff feel pressured to treat a clearly data-center-driven site like a conventional industrial tenant.

The two “Accessory Telecommunications and Data Storage Facility” definitions are there because “accessory” alone is too blunt. An internal server suite inside a hospital is a fundamentally different land-use impact profile than an accessory installation that brings a dedicated chiller yard or generator yard with it. The “Internal Plant Only” accessory definition protects ordinary development by making clear that an accessory facility with no dedicated outdoor plant is not what this ordinance is aiming at. The “Accessory… with Dedicated Exterior Plant” definition captures the opposite: accessory in name, but potentially data-center-like in real-world impacts because it includes the kind of outdoor infrastructure that creates noise, visuals, and screening/setback issues.

“Dedicated Exterior Plan” exists because, in practice, the thing neighbors experience is not “server racks.” It’s cooling towers, chiller/condenser yards, fan arrays, generator yards, switchgear yards, substations, and similar outdoor installations. The definition makes those facilities legible to the code so screening, placement, setbacks, and noise compliance can be applied consistently and enforced cleanly.

“Typical Building Mechanical/Electrical Equipment” is the guardrail that prevents the Dedicated Exterior Plant definition from swallowing normal development. It clarifies that standard rooftop HVAC and customary building-serving equipment should not be treated as “Dedicated Exterior Plant” just because it sits outdoors. This is an enforceability and fairness move: it reduces over-application, avoids unnecessary compliance burdens, and limits arguments during plan review about whether ordinary equipment triggers specialized data center standards.

“Data Hall” is a precision tool. Data centers often include office, security, and support areas, but those spaces don’t function (or staff) like the server floors. Defining Data Hall creates a stable way to talk about the core IT area without conflating it with accessory office/support space, which matters whenever standards, ratios, or narratives depend on what portion of a building is actually IT floor versus conventional space.

The three noise-related definitions – “Noise-Sensitive Land Use / Noise-Sensitive Receptor,” “Adjacent to a Noise-Sensitive Land Use,” and “Generator Testing / Maintenance Operation” – exist to eliminate loopholes and “weasel words.” First, Noise-Sensitive Receptor broadens protection to the places where noise is predictably harmful or disruptive (homes, parks/open space, schools, daycare, hospitals, assisted living, and similar uses). Second, “Adjacent” is defined to include separation by a public street or right of way, because acoustics and human experience do not stop at the edge of a right of way; without this, a site could dodge adjacency-triggered standards simply by having a road between the use and a receptor. Third, “Generator Testing / Maintenance Operation” defines the activity the City is trying to manage (exercising, commissioning, reliability testing), so any hour limits or conditions can be enforced against a concrete definition instead of argued into oblivion.

“Emergency Backup Generator” is defined to preserve a clear distinction between true standby equipment and routine power production. The definition ties the generator’s intended use to outages and necessary testing/maintenance and explicitly rejects routine or continuous operation, which matters because the impacts, regulatory expectations, and community tolerance are dramatically different when generators are operating as a normal part of daily operations.

“Energy Center” is the companion definition that captures that “very different animal” the Working Group flagged: on-site power generation designed to operate beyond emergency standby (prime/continuous operation, peak shaving, microgrid operation, load management during regular service, or export). This is the ordinance’s way of acknowledging that size alone is not the only meaningful divider; operational intensity and power behavior can change the impact profile and the review needs. The “Principal Use, with Energy Center” definition then gives the code a clean trigger label for any standards or entitlement differences we attach to that higher-impact operational model.

Finally, the “Utility Impact Statement” definition is there because these projects are utility-forward developments: peak electric demand, cooling method, water consumption, wastewater flows by process, generator inventories, fuel storage, and any energy storage are things the City and PWC need early to evaluate serviceability, sequencing, and downstream infrastructure implications. By defining the UIS in the Definitions article, we hard-wire what “complete”

means so it can be consistently required, reviewed, and routed, rather than reinvented for every application.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING TABLE 30-4. A. 2, USE TABLE, ARTICLE 30-4, USE STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Table 30-4. A. 2, Use Table, under the

Use Category	Use Type	OI	NC	LC	CC	MU	DT-1	DT-2	UC	BP-4	LI	HI	PD-R	PD-EC	PD-TN	Additional Requirements
Industrial Services	**Telecommunications and Data Storage Facility, Principal Use**	S	/	/	S	/	S	S	S	P	P	P	/	MP	MP	
	Telecommunications and Data Storage Facility, Principal Use, with Energy Center	S	/	/	S	/	S	S	S	S	S	S		MP	MP	**See 30-4.C.5.[new]**

Notes:

1. "S" indicates a Special Use Permit; "P" indicates permitted by right; "/" indicates prohibited; "MP" indicates allowed subject to a Planned Development Master-Plan district, as in Table 30-4. A.2.
2. The permissions listed in Table 30-4.A.2 for Telecommunications and Data Storage Facility, Principal Use, and Telecommunications and Data Storage Facility, Principal Use, with Energy Center, apply only to the zoning districts specifically identified in the respective table rows. In any zoning district not listed, the use is prohibited.

Section 2. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish this intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 2 – Amend Use Table (Article 30-4.A.2)

This Use Table amendment is necessary because, without an explicit row, a "data center" can drift into whatever use category seems most convenient in a given application (telecom, industrial service, office/tech, accessory utility equipment), which creates inconsistent entitlements and weakens enforcement. This ordinance solves that by making "Telecommunications and Data Storage Facility" a named use in the Use Table and by splitting it into two principal-use variants that matter for impacts: a standard principal facility, and a principal facility "with Energy Center."

The core logic is to make the entitlement match the expected external effects and the City's tolerance for risk. The "Telecommunications and Data Storage Facility, Principal Use" row is designed to be predictable in the employment/industrial districts where the City can reasonably expect large-format infrastructure, heavy utility demand, and industrial-adjacent operations. That is why it is permitted by right in BP=4, LI, and HI, while still requiring Special Use Permit approval in the more edge-condition districts where compatibility concerns are greater, such as OI, CC, DT-1, DT-2, and UC. The ordinance also makes the exclusion clear: it is prohibited in neighborhood-scale commercial districts (NC and LC), prohibited in MU, and prohibited in PD-R. This is the practical "keep it out of the neighborhood contexts" move. Because once a use is not named and not clearly prohibited, the pressure shifts to interpretation and analogy, which is where these cases get messy.

The second row, "Telecommunications and Data Storage Facility, Principal Use, with Energy Center," is necessary because an on-site energy component changes the impact profile in ways that matter for neighbors and for City operations. Even if the building footprint looks similar, an energy center increases the likelihood of more frequent generator operation, fuel logistics, utility coordination complexity, and a different noise and emissions posture. The table reflects that by making this version Special Use Permit-only in every conventional district where it is allowed (including BP-4, LI, and HI), rather than allowing it by right in the industrial districts. That is the ordinance's main policy lever: it keeps the "baseline" data center form predictable in employment districts, but reserves discretionary review for the version that has a materially higher operational intensity and greater potential for nuisance and enforcement workload.

The Planned Development treatment is intentionally consistent with how our Use Table already handles "MP" uses. Both rows are shown as allowed only through the Planned Development Master Plan framework in PD-EC and PD-TN. The logic here is that PD districts are supposed to be negotiated, site-specific entitlement environments; the table preserves that structure rather than creating a parallel by-right pathway inside PD zoning.

Two drafting choices in the Notes are doing quiet but important work for clarity and litigation-proofing. First, the ordinance states that the permissions apply only to the zoning districts explicitly listed in the row and that any district not listed is prohibited. That eliminates the common argument that "if it's not listed, it must be allowed somewhere else," and it prevents accidental permissibility through omission. Second, the "Additional Requirements" callout to the

new use-specific standards section ties entitlement to performance regulation, so the Use Table is not acting alone; it’s a front door into the standards that address the actual impacts.

Stepping back, the ordinance is essentially balancing two competing goals: giving applicants a clear, investment-grade pathway in the industrial/employment districts for the lower-impact principal form, while keeping a discretionary review tool available where either the setting is more sensitive (downtown/urban core and edge districts), or the operational model is inherently more intense (the Energy Center version).

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 30-4. C., USE-SPECIFIC STANDARDS OF ARTICLE 30-4, USE STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Article 30-4. C.5. (Industrial Uses) is amended by adding new subsections 30-4. C.5. [new] Telecommunications and Data Storage Facility, Principal Use, and 30-4. C.5. [new+1] Telecommunications and Data Storage Facility, Principal Use, with Energy Center, to read as follows:

30-4. C.5.i. Telecommunications and Data Storage Facility, Principal Use

a. **Applicability.** This applies to all principal "Telecommunications and Data Storage Facility, Principal Use" categories, including phases within a multi-building campus. Accessory server rooms located inside an otherwise permitted use are subject to the standards that apply to that principal use.

b. Residential adjacency clarification. For purposes of this subsection, a reference to a lot line that "abuts a residential base district" shall mean the subject property shares a lot line with (i) a property zoned with a residential base district, or (ii) a property containing a lawfully established residential use.

c. District-specific approval. When designated "S" in Table 30-4. A. 2, a Special Use Permit is required according to Article 30-2. C.7. Conditions may be applied to reduce site-specific impacts, such as generator testing hours, extra buffering, equipment placement, or acoustical mitigation.

d. Separation when adjoining a residential area. When any lot line abuts a residential base district (as clarified above), the facility shall:

1. Place all generators and mechanical equipment yards at least 150 feet from the shared lot line; and

2. Provide a Type D Perimeter buffer (or higher where required) per Section 30-5. B.4.d (may be satisfied under Option 1 or Option 2 per Table 30-5. B.4.d.4).

e. Measurement. Distances referenced in this subsection shall be measured in accordance with Section 30-9. B.1.b (Distance Measurements, Generally). For purposes of the triggers in subsection (h):

1. Distances to a lot line shall be measured from the nearest point of the generator, cooling equipment, mechanical equipment yard, or associated equipment pad/foundation (including any enclosure) to the nearest lot line of the subject property.
2. Distances to a residential base district shall be measured from the nearest lot line of the subject property to the nearest lot line of any property zoned with a residential base district.

f. Equipment location and screening.

1. Ground-mounted mechanical equipment, fuel tanks, switchgear, generators, and similar service equipment shall be located to the side or rear of principal buildings. Fuel tanks shall not be located between a principal building and a public street.
    - All such areas and equipment shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening), using one or more of the screening methods in Section 30-5. B.4. e.3.
    - Chain link fencing with wooden or plastic slats shall not qualify as screening.
    - Screening shall be installed and maintained so as not to obstruct required sight distance triangles.
2. **Loading and service areas at residential edges.** When any lot line abuts a residential base district (as clarified in this subsection), loading docks, service bays, refuse collection areas, and other loading/service areas shall not be located on, or have primary openings oriented toward, the building elevation facing the shared lot line. Where site constraints make this infeasible,

such areas shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening) and shall be located and designed to minimize off-site noise impacts.

3. **Mechanical and generator yard enclosure near residential.** When any generator, cooling equipment, or mechanical equipment yard is located within 250 feet of a lot line that abuts a residential base district (as clarified in this subsection), the generator/mechanical yard shall be enclosed by a screening fence or wall installed in accordance with Section 30-5. B.4.e (Screening) and Section 30-5. D (Fences and Walls). The fence/wall shall be of solid/opaque construction and shall be the minimum height necessary to achieve the screening function, not to exceed eight (8) feet, unless a greater height is approved in accordance with Section 30-5. D.5 (Security Plan). Chain link fencing with slats or screens shall not qualify as screening. The required fence/wall shall not be located within any required front yard, except where expressly permitted by Section 30-5. D.

g. Noise; commercial-standard limits; generator testing hours.

1. **Commercial-standard limits.** All operations and equipment (including generators, cooling equipment, transformers, switchgear, and mechanical yards) shall comply with the maximum permissible sound levels *and* the limited audibility distance standards for the "Commercial or Business" use occupancy category in Chapter 17, Section 17-10 (Table 1), as measured at or beyond the property boundary of the land use from which the sound emanates. Exceedances shall be evaluated in accordance with Chapter 17, including the standard for duration of exceedance.
2. Routine generator testing and maintenance shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays, unless otherwise approved through a Special Use Permit. Emergency operations are not limited by this subsection.

3. **Outdoor amplified sound prohibited.** Outdoor amplified sound, including outdoor public address systems and outdoor warning sirens, is prohibited except for emergency life-safety communications.
4. **Routine outdoor maintenance hours.** Routine outdoor maintenance activities using powered equipment (including pressure washing, pavement cutting/sawing, and similar noise-generating maintenance) shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays. This limitation shall not apply to emergency repair activities necessary to protect life, safety, or critical facility operations.

h. Trigger-based acoustical compliance submittal.

1. **Administrative review; when required.** An Acoustical Compliance Memorandum shall be submitted with the site plan application for administrative review by the Administrator to demonstrate compliance with subsection (g). The site plan shall not be approved until the Administrator determines the Memorandum is complete in accordance with subsection (h)(4). The Memorandum is required if any of the following apply:
    a. The use is subject to Special Use Permit approval ("S" in Table 30-4.A.2); or
    b. Any lot line abuts a residential base district (as clarified in subsection (b)); or
    c. Any lot line is located within 500 feet of a residential base district; or
    d. Any generator, cooling equipment, or mechanical equipment yard is proposed within 250 feet of any lot line.
2. **Content.** The Acoustical Compliance Memorandum shall:
    a. Identify and map major on-site noise sources (including generators and cooling/mechanical equipment);

b. Provide manufacturer sound data and a site-specific analysis predicting sound levels at the property boundary;

c. Demonstrate compliance with subsection (g) (commercial-standard limits in Chapter 17, Section 17-10 (Table 1)); and

d. Identify any mitigation measures incorporated into the site plan to achieve compliance (e.g., enclosures, barriers, orientation, distance, acoustical treatments).

3. **Prepared by a qualified professional.** The Memorandum shall be prepared by a qualified acoustical professional or engineer experienced in environmental noise analysis.
4. **Completeness.** The Acoustical Compliance Memorandum shall be deemed complete when it includes each required element in subsection (h)(2)(a) through (d) and is prepared in accordance with subsection (h)(3). If the Memorandum is incomplete, the Administrator shall notify the applicant of the additional information required.
5. **Noise mitigation shown on plans; installation; maintenance.** All noise mitigation measures identified in any required Acoustical Compliance Memorandum shall be shown on the approved site plan, shall be installed prior to the issuance of a Certificate of Occupancy for the applicable phase, and shall be maintained for the life of the use. Any modification or removal of required mitigation shall require an approved site plan revision demonstrating continued compliance with the noise standard in this subsection.

i. Post-construction verification when triggered. For any project required to submit an Acoustical Compliance Memorandum under subsection (h), the owner/operator shall submit a post-construction boundary sound test report within 60 days after commencement of continuous operations, demonstrating compliance with subsection (g). If noncompliance is documented, the owner/operator shall implement mitigation and provide follow-up testing demonstrating compliance. Testing shall be

conducted under representative worst-case operating conditions for continuous equipment, and shall include at least one scheduled generator test event where generator testing is part of routine operations.

j. Air quality. Nothing in this section reduces the owner/operator's obligations under federal and state air quality requirements.

k. Lighting. Site and security lighting shall comply with Section 30-5. E (Design Standards for Exterior Lighting), including full cut-off fixtures and Fort Bragg light-spill protections, as applicable.

l. Utility coordination submission. Site plans must include documentation of utility coordination with PWC and/or other utility providers.

m. On-site contact for complaints. The owner/operator shall maintain 24-hour contact information (name, telephone number, and email address) for a person authorized to respond to operational complaints. Such contact information shall be posted at a primary entrance gate or main building entrance and shall be provided to the City upon request and kept current.

30-4. C.5.j. Telecommunications and Data Storage Facility, Principal Use, with Energy Center

a. Applicability. Applies to all principal "Telecommunications and Data Storage Facility, Principal Use, with Energy Center" uses, including phases in a multi-building campus.

b. Residential adjacency clarification. For purposes of this subsection, a reference to a lot line that "abuts a residential base district" shall mean the subject property shares a lot line with (i) a property zoned with a residential base district, or (ii) a property containing a lawfully established residential use.

c. District-specific approval. Where designated "S" in Table 30-4. A. 2, a Special Use Permit is required pursuant to Article 30-2. C.7. Conditions may be imposed to mitigate site-specific impacts.

d. **Separation when abutting residential.** When any lot line abuts a residential base district (as clarified above), the facility shall:

1. Place all generators and mechanical equipment yards no closer than 200 feet from the shared lot line; and
2. Provide a Type D perimeter buffer (or higher where required) per Section 30-5. B.4.d (may be satisfied under Option 1 or Option 2 per Table 30-5. B.4.d.4).

e. Measurement. Distances referenced in this subsection shall be measured in accordance with Section 30-9. B.1.b (Distance Measurements, Generally). For purposes of this subsection:

1. Distances to a lot line shall be measured from the nearest point of the generator, cooling equipment, mechanical equipment yard, or associated equipment pad/foundation (including any enclosure) to the nearest lot line of the subject property.
2. Distances to a residential base district shall be measured from the nearest lot line of the subject property to the nearest lot line of any property zoned with a residential base district.

f. Equipment location and screening.

1. Ground-mounted mechanical equipment, fuel tanks, switchgear, generators, and similar service equipment shall be located to the side or rear of principal buildings. Fuel tanks shall not be located between a principal building and a public street.
    - All such areas and equipment shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening), using one or more of the screening methods in Section 30-5. B.4. e.3.
    - Chain link fencing with wooden or plastic slats shall not qualify as screening.
    - Screening shall be installed and maintained so as not to obstruct required sight distance triangles.
2. **Loading and service areas at residential edges.** When any lot line abuts a residential base district (as clarified in this subsection), loading docks, service bays, refuse collection areas, and

other loading/service areas shall not be located on, or have primary openings oriented toward, the building elevation facing the shared lot line. Where site constraints make this infeasible, such areas shall be screened from off-site views in accordance with Section 30-5. B.4.e (Screening) and shall be located and designed to minimize off-site noise impacts.

3. **Mechanical and generator yard enclosure near residential.** When any generator, cooling equipment, or mechanical equipment yard is located within 250 feet of a lot line that abuts a residential base district (as clarified in this subsection), the generator/mechanical yard shall be enclosed by a screening fence or wall installed in accordance with Section 30-5. B.4.e (Screening) and Section 30-5. D (Fences and Walls). The fence/wall shall be of solid/opaque construction and shall be the minimum height necessary to achieve the screening function, not to exceed eight (8) feet, unless a greater height is approved in accordance with Section 30-5. D.5 (Security Plan). Chain link fencing with slats or screens shall not qualify as screening. The required fence/wall shall not be located within any required front yard, except where expressly permitted by Section 30-5. D.

g. Noise; commercial-standard limits; generator testing hours.

1. **Commercial-standard limits.** All operations and equipment (including generators, cooling equipment, transformers, switchgear, and mechanical yards) shall comply with the maximum permissible sound levels *and* the limited audibility distance standards for the "Commercial or Business" use occupancy category in Chapter 17, Section 17-10 (Table 1), as measured at or beyond the property boundary of the land use from which the sound emanates. Exceedances shall be evaluated in accordance with Chapter 17, including the standard for duration of exceedance.

2. Routine generator testing and maintenance shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays, unless otherwise approved through a Special Use Permit. Emergency operations are not limited by this subsection.
3. **Outdoor amplified sound prohibited.** Outdoor amplified sound, including outdoor public address systems and outdoor warning sirens, is prohibited except for emergency life-safety communications.
4. **Routine outdoor maintenance hours.** Routine outdoor maintenance activities using powered equipment (including pressure washing, pavement cutting/sawing, and similar noise-generating maintenance) shall be limited to Monday-Friday, 9:00 a.m. to 5:00 p.m., excluding City-observed holidays. This limitation shall not apply to emergency repair activities necessary to protect life, safety, or critical facility operations.

h. Acoustical Study (required)

1. **Administrative review.** An Acoustical Study shall be submitted with the site plan application for administrative review by the Administrator to demonstrate compliance with subsection (g). The site plan shall not be approved until the Administrator determines the Study is complete in accordance with subsection (h)(4).
2. **Content.** The Acoustical Study shall:
    - **a.** Identify and map major on-site noise sources (including generators and cooling/mechanical equipment);
    - **b.** Provide manufacturer sound data and a site-specific analysis predicting sound levels at the property boundary;
    - **c.** Demonstrate compliance with subsection (g) (commercial-standard limits in Chapter 17, Section 17-10 (Table 1)); and

d. Identify any mitigation measures incorporated into the site plan to achieve compliance (e.g., enclosures, barriers, orientation, distance, acoustical treatments).

3. **Prepared by a qualified professional.** The Study shall be prepared by a qualified acoustical professional or engineer experienced in environmental noise analysis.
4. **Completeness.** The Acoustical Study shall be deemed complete when it includes each required element in subsection (h)(2)(a) through (d) and is prepared in accordance with subsection (h)(3). If the Study is incomplete, the Administrator shall notify the applicant of the additional information required.
5. **Noise mitigation shown on plans; installation; maintenance.** All noise mitigation measures identified in any required Acoustical Study shall be shown on the approved site plan, shall be installed prior to the issuance of a Certificate of Occupancy for the applicable phase, and shall be maintained for the life of the use. Any modification or removal of required mitigation shall require an approved site plan revision demonstrating continued compliance with the noise standard in this subsection.

i. Post-construction verification (required). The owner/operator shall submit a post-construction boundary sound test report within 60 days after commencement of continuous operations, demonstrating compliance with subsection (g). If noncompliance is documented, the owner/operator shall implement mitigation and provide follow-up testing demonstrating compliance. Testing shall be conducted under representative worst-case operating conditions for continuous equipment, and shall include at least one scheduled generator test event where generator testing is part of routine operations.

j. Air quality. Nothing in this section reduces the owner/operator's obligations under federal and state air quality requirements.

k. **Lighting.** Site and security lighting shall comply with Section 30-5. E (Design Standards for Exterior Lighting), including full cut-off fixtures and Fort Bragg light-spill protections, as applicable.

l. Utility coordination submittal. Site plans must include documentation of utility coordination with PWC and/or other utility providers.

m. On-site contact information. The owner/operator shall maintain 24-hour contact information (name, telephone number, and email address) for a person authorized to respond to operational complaints. Such contact information shall be posted at a primary entrance gate or main building entrance and shall be provided to the City upon request and kept current.

Section 2. It is the intent of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become part of the Code of Ordinances for the City of Fayetteville, North Carolina. The sections of this ordinance may be renumbered as necessary to accomplish this purpose.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 3 - Add Use-Specific Standards for Data Centers (Article 30-4.C.5)

This ordinance is necessary because the Use Table only answers where a data center can go and what entitlement it needs. It does not answer the questions that actually drive public concern and day-to-day enforcement: where the loud equipment sits, how close it can be to homes, what noise standard applies at the property line, when generator testing can happen, what must be proven at the site plan, and what happens if real-world operations don't match the modeling. This ordinance fills that gap by creating a purpose-build, enforceable operating and site-design framework for data centers as a land use, especially around residential edges and other noise-sensitive contexts.

At the top, the ordinance starts by defining applicability in a way that prevents easy workarounds. It makes clear the standards apply to all principal Telecommunications and Data Storage Facilities, including phased build-out within a campus, so an applicant can't argue "this is just Phase 1" to avoid the rules. At the same time, it explicitly excludes ordinary accessory server rooms located inside an otherwise permitted use, which protects hospitals, offices, and industrial users from being unintentionally pulled into a data-center regime just because they have IT rooms. The logic is targeted regulation: catch the use that generates the externalities, don't drag in incidental building functions.

The "residential adjacency clarification" is an enforcement move. Instead of tying triggers only to zoning labels, it treats adjacency as either abutting a residential base district or abutting a property that contains a lawfully established residential use. That closes a predictable loophole where the zoning map and the lived condition don't match (nonconforming homes, split-zoned situations, or transitional areas). The practical logic is: if people live here, it functions like a residential edge and should be treated like one.

The "district-specific approval" subsection doesn't change the Use Table; it explains how to use it. It reinforces that when the table shows "S", a Special Use Permit is required, and it explicitly tees up the kinds of conditions that are most defensible and most useful – generator testing windows, buffering, equipment placement, acoustical mitigation. The logic is to make discretionary review focused on the handful of levers that actually reduce impact, rather than vague compatibility debates.

The separation and buffering rules are the first hard compatibility line. When a site touches a residential edge, the ordinance requires generators/mechanical yards to be set back and requires a Type D perimeter buffer. For the "Principal Use" category, the equipment setback is 150 feet; for the "with Energy Center" category, it increases to 200 feet. That difference is the policy judgement baked into the ordinance: an energy-center model has a higher probability of more intense operations and therefore warrants a wider separation at the most sensitive edge. The buffer requirement is the parallel visual and physical mitigation layer: even if a site can meet noise limits, the code still expects a strong perimeter condition when the use meets a residential area.

The measurement subsection is there because distance standards fail when nobody can agree on what they're measured from. This ordinance removes ambiguity by specifying that the relevant distances are measured from the nearest point of generators, cooling equipment, mechanical yards, or pads/foundations/enclosures to the nearest lot line – and it separately clarifies how to measure "to a residential base district." The logic is clear administration and reduced appeals: everyone can replicate the measurement and get the same answer.

The equipment location and screening standards are a second compatibility line, and they're written to be enforceable rather than aesthetic. Requiring ground-mounted equipment and tanks to be at the side or rear, prohibiting fuel tanks between the building and a public street, and requiring screening under the existing screening standards pushes the most visually industrial pieces away from primary frontages and into managed service areas. The ordinance then removes a common "cheap screen" workaround by stating chain-link fence with slats does not count as screening. The logic is: if screening is required, it actually needs to screen. It also protects traffic safety by requiring screening not to obstruct sight triangles.

The loading/service orientation rule at residential edges is about preventing a specific, predictable nuisance: truck backing alarms, roll-up door activity, refuse service, and the "active" side of a service yard facing homes. The ordinance doesn't pretend every site can be perfect; it sets a clear default (don't face the residential edge), and if constraints make it infeasible, it still requires screening and design choices that reduce noise spillover. The logic is outcome-oriented: reduce the most common points of conflict without making sites impossible.

The yard enclosure trigger within 250 feet of a residential-abutting lot line is essentially a "last mile" protection. Even with setbacks and buffers, some sites will place equipment relatively near the edge due to geometry or phasing. Requiring an opaque fence or wall (with a defined height cap unless a security plan justifies more) creates a physical barrier that helps with both visibility and, in many cases, line-of-sight sound. Again, the ordinance closes loopholes by rejecting chain-link-with-slats as compliance and by keeping enclosures out of front yards unless the general fence rules allow it. The logic is consistency with the rest of the UDO while still demanding a real barrier where proximity makes it necessary.

The noise section is the centerpiece, because noise is the externality that most often drives complaints and enforcement costs. This ordinance makes a deliberate choice to hold data centers to the City's "Commercial or Business" noise limits and limited-audibility distance standards, measured at or beyond the property boundary. That's a clarity move and an equity move: it avoids inventing a bespoke noise regime in the UDO while still selecting a noise category that is stricter than industrial-style expectations. The ordinance then focuses on the most sensitive recurring event – routine generator testing – and limits it to weekdays during business hours, with holidays excluded, while carving out true emergencies. It also prohibits outdoor amplified sound except for life-safety emergencies and limits routine outdoor maintenance with powered equipment to the same weekday business window. The logic is to prevent the "worst moments" from occurring at the times residents experience as most intrusive (early morning, evenings, weekends) while preserving operational reliability and emergency response.

The acoustical submittal framework is designed to be proportional for the baseline principal-use category and mandatory for the energy-center category. For a standard principal facility, the ordinance uses a trigger-based "Acoustical Compliance Memorandum" that becomes required when risk is higher: when the project needs an SUP, when it touches residential, when it's within 500 feet of residential zoning, when equipment is within 250 feet of any lot line, or similar proximity conditions. This is a workload-management logic: require technical proof when conditions suggest a higher probability of noncompliance or conflict; don't force every low-risk site into a full study.

The content requirements for the Memorandum (and the Energy Center "Acoustical Study") are specific on purpose: map sources, provide manufacturer data, model boundary sound levels, show compliance with the adopted noise standard, and identify mitigation measures that are actually incorporated into the site plan. That last part is critical. The ordinance isn't satisfied with "we'll mitigate later"; it ties mitigation to approved plans, requires installation before CO for the applicable phase, and requires maintenance for the life of the use. The completeness standard then gives the Administrator a clean gatekeeping tool: either the required elements are present and prepared by a qualified professional, or the submittal is incomplete, and the applicant is told what's missing. The logic is enforceable administration: clear submittal expectations, clear approval threshold, and mitigation that becomes inspectable, not aspirational.

The post-construction verification requirement is what makes the whole noise framework real. Modeling can be accurate, but field conditions and vendor substitutions happen. This ordinance requires an actual boundary sound test report after continuous operations begin (and explicitly expects representative worst-case conditions, including at least one scheduled generator test event where generator testing is part of routine operations). If testing shows noncompliance, the owner must implement mitigation and retest. The logic is accountability: The City is not guessing; compliance is demonstrated in the environment where neighbors experience the impacts.

The remaining provisions are "no surprises" clauses that prevent misreadings and close operational gaps. The air quality clause makes clear the UDO isn't rewriting state/federal emissions rules. The lighting clause ties security lighting to the City's full cut-off and spill protections, so data center security needs don't become a perpetual glare issue. The utility coordination submittal forces early documentation that PWC/other utilities have been engaged, which is a practical step to avoid late-stage infrastructure conflicts. And the 24-hour contact requirement is a classic operations-and-enforcement tool: when there is a complaint, the City and residents aren't stuck chasing a corporate owner through a generic hotline; there is a responsible person who can respond quickly.

The "with Energy Center" section largely mirrors the baseline standards, but the differences are intentional signals about risk. It increases residential-edge separation, and it changes acoustics from "trigger-based memorandum" to a required Acoustical Study, full stop. That is the ordinance's way of saying: once you add an energy center operational model, the City is not waiting to see whether a trigger happens—technical demonstration and post-construction confirmation are required because the probability and stakes of impact are higher.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-5.A, OFF-STREET PARKING, LOADING, AND CIRCULATION, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Table 30-5. A.4.b, Minimum Off-Street Parking Standards, is amended by inserting the following use and parking standard under the Industrial Use Classification:

Telecommunications and Data Storage Facility, Principal Use, With or Without Energy Center:

Minimum: 1 space per 1,000 square feet of accessory office/support areas + 1 space per employee on the largest shift + visitor parking: 3 spaces per site + 1 space per principal building, up to a maximum of 10 visitor spaces per site.

Maximum: Two times the minimum number of spaces required, unless an Alternative Parking Plan is approved pursuant to Section 30-5. A.8.

Section 2. Table 30-5. A.10, Required Off-Street Loading Spaces, is amended by inserting the following use and loading standard under "All other Commercial and Industrial Uses":

Telecommunications and Data Storage Facility, Principal Use, With or Without Energy Center:

Minimum: 1 loading space per principal building.

Section 3. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 4 - Add Parking & Loading Standards (Article 30-5.A)

This ordinance is necessary because the UDO's standard parking and loading ratios don't fit how data centers actually function. If you apply typical industrial or commercial ratios to a use that has a very large floor plate but comparatively low routine staffing, you either overbuild parking (creating unnecessary pavement, stormwater, heat, and visual impacts) or you get inconsistent, negotiated outcomes case-by-case. The point here is to make the requirement predictable and proportional for a use that is infrastructure-heavy but people-light.

The parking minimum is structured around what actually generates demand. Tying parking to "accessory office/support areas" captures the only portion of a data center that behaves like a conventional workplace, where square footage correlates with people and visitors. Adding "one space per employee on the largest shift" then covers the core operations reality—security, facilities staff, network operations, and on-call presence—without letting the overall building size force a parking field that will sit empty. The visitor requirement (a small baseline plus a per-building component with a site cap) is a practical recognition that these facilities still get periodic site visits: inspectors, utility coordination, vendors, clients, auditors, and corporate staff. It ensures there is always some visitor capacity on-site, but the cap prevents visitor parking from ballooning into a de facto second parking standard.

The parking maximum—two times the minimum unless an Alternative Parking Plan is approved—is doing the land-use management work. It stops "just in case" overpaving that can undermine adjacent compatibility, increase runoff, and lock in a suburban parking footprint even in districts where the City is trying to manage impervious surface and site form. At the same time, it leaves a clear escape valve for unusual operational needs, phased build-out, or unique tenant patterns through the Alternative Parking Plan process, so the ordinance is firm by default but not rigid when facts justify flexibility.

The loading standard—one loading space per principal building—reflects the delivery pattern you can reasonably expect without over-prescribing. Data centers need regular but not constant freight activity: equipment swaps, parts deliveries, palletized IT hardware, mechanical replacements, and periodic contractor mobilizations. Requiring one space per building guarantees functional logistics capacity and keeps loading from spilling into drive aisles or fire lanes, while avoiding a higher ratio that would force unnecessary paved area for a use that is not a high-turnover distribution operation.

Overall, the ordinance is a calibration move: require enough parking and loading to run the use and support inspections and visitors, but prevent the code from accidentally incentivizing oversized asphalt that creates secondary impacts unrelated to the actual operation of a data center.

Ordinance No. S2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, DISTRICTS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO AMEND SECTION 30-3.H.6, AIRPORT OVERLAY (APO) DISTRICT.

Be it ordained by the City Council of Fayetteville, North Carolina, that:

Section 1. Amendments to Section 30-3.H.6 (Airport Overlay District)

A. 30-3.H.6.c. District Standards (introductory paragraph only)

The introductory paragraph of subsection **30-3.H.6.c** is hereby amended as follows:

The land uses allowed under the terms of this Ordinance shall continue to be allowed in the same manner as established by this Ordinance; however, upon the consideration of any petition for the rezoning of property within the APO, the City Manager, the Zoning Commission, and the City Council shall give considerable weight to the following factors when formulating their recommendations or decisions. Notwithstanding the foregoing, the requirements in subsections (c)(3) through (c)(5) below shall apply to all new development within the APO as provided in subsection (b).

B. 30-3.H.6.c.3. Structures

Subsection **30-3.H.6.c.3** is hereby amended as follows:

3. Structures

Structures shall not be erected, altered or maintained and no tree shall be allowed to grow to a height in excess of the applicable height limits established and regulated by the Federal Aviation Administration (FAA), including rooftop mechanical equipment and screens, antennas, exhaust stacks, light poles, and similar appurtenances, and ~~prior to application for any Building Permit~~ for any development subject to Site Plan approval, prior to Site Plan approval, and prior to application for any Building Permit the developer shall provide the City

a copy of the FAA's acknowledgement of receipt of FAA Form 7460-1, Notice of Proposed Construction or Alteration, as required by Part 77 of the Federal Aviation Regulations (14 C.F.R Part 77). In the event the FAA's acknowledgement indicates the proposed development would provide an obstruction and/or a hazard to air navigation, the developer must provide either written consent from the Airport Director as related to the proposed development or seek a Variance under the provisions of this Ordinance. Notwithstanding the provisions of this section, height limitations shall not apply to any structure or any vegetation that is 35 feet or less in height, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limits of the FAA. The FAA height limitations generally include the following:

a. Approach Zone…

b. Transitional Zone…

c. Conical Zone…

d. Horizontal Zone…

Temporary construction cranes and other temporary structures shall comply with applicable FAA notice requirements.

C. 30-3.H.6.c.4. Notice Required

Subsection **30-3.H.6.c.4** is hereby amended as follows:

4. Notice Required

Any site plan, Subdivision Plan, or Final Plat for land located within the APO that is submitted for review and approval under the terms of this Ordinance shall contain the following notice: "Property shown on this plan/plat is within the City of Fayetteville Airport Overlay District". In addition, any Site Plan for land located within the APO shall identify the maximum height

above grade for all proposed buildings and structures, including rooftop mechanical equipment and screens, antennas, exhaust stacks, light poles, and similar appurtenances, as applicable. Prior to approval of a Site Plan within the APO, the Administrator shall transmit the application materials to the Fayetteville Airport Director for review and comment when the proposed development includes one or more of the following features:

a. One (1) or more stationary emergency/standby generators;

b. On-site fuel storage with an aggregate capacity of 1,320 gallons or greater;

c. Cooling towers, evaporative cooling, or other cooling systems reasonably expected to generate visible plumes/steam under typical operating conditions;

d. Outdoor lighting mounted greater than twenty-five (25) feet above grade; and/or

e. Any structure or appurtenance that requires FAA notice under 14 C.F.R. Part 77.

D. 30-3.H.6.C.5. Lighting

Subsection **30-3.H.6.c.5** is hereby amended as follows:

5. Lighting

Any allowed use, subdivision, or other development located within the APO shall not include outdoor lighting or illumination arranged and/or operated in such a manner as to be misleading or pose a danger to aircraft operations, shall not create glare or other illumination that could be confused with airport lighting or that otherwise impairs pilot vision, and in no case shall lighting be in contradiction to the provisions of this Ordinance. Further, no use or development within the APO shall be established, operated, or maintained in a manner that (a) emits smoke, steam, dust, particulates, or other substances that impair aircraft visibility or interfere with aircraft operations; (b) creates electrical, electronic, or electromagnetic interference that

disrupts or degrades airport communications, radar, or navigation aids; or (c) attracts birds and water fowl in a manner that increases wildlife strike risk.

Section 2. It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2026.

CITY OF FAYETTEVILLE

_____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

TA26-01 Ordinance 5 – Airport Overlay (APO) Amendment

The Airport Overlay District already identifies the right airport-compatibility concerns – height and obstructions, lighting, visibility, electrical interference, and bird/waterfowl attraction – but the code largely treats those issues as things to weigh during rezonings. The practical problem is that many modern industrial projects can be permitted through site plan and building permit pathways without a rezoning, which means airport-compatibility review can occur late, or inconsistently, even though the underlying hazards are the same. This amendment closes that gap by making the key APO requirements operate as enforceable, location-based development standards, so projects in the overlay are reviewed for airport impacts early enough to avoid redesigns, delays, and avoidable hazards.

First, the ordinance clarifies that the APO requirements tied to structures and lighting apply to all new development in the overlay, not just rezonings. The logic is simple: an airport hazard is a physical condition created on a site within an approach environment. It does not depend on whether the entitlement was discretionary or by right. By making the core standards apply to development generally, the City avoids a loophole where a project in the APO can advance without the same level of compatibility screening simply because it did not require a rezoning petition.

Second, the ordinance tightens the "structures" language to reflect how contemporary facilities are actually built and operated. Airport-relevant height is often driven by rooftop mechanical units and screens, antennas, exhaust stacks, and tall poles, not only the primary building roofline. By explicitly including those appurtenances, the code becomes enforceable against the elements that most commonly create airspace conflicts. The ordinance also moves FAA notice documentation earlier in the process by requiring proof of FAA Form 7460-1 acknowledgement prior to site plan approval when a project is subject to site plan review, while still preserving the building-permit timing requirement. The purpose is to avoid approving a site plan that later cannot be built as designed because the FAA or airport identifies an obstruction or hazard. In the same spirit, the ordinance adds a clear statement that temporary construction cranes and similar temporary structures must comply with applicable FAA notice requirements, recognizing that cranes can be the tallest objects on a site and can present short-term but serious airspace and safety issues during construction.

Third, the ordinance improves the usefulness of APO review by requiring site plans in the overlay to disclose maximum heights above grade for buildings and related appurtenances. Without that information, neither staff nor the airport can reliably evaluate whether a proposal may affect protected airspace or trigger FAA notice. The ordinance then establishes a targeted referral process to the Airport Director for projects that include specific features commonly associated with aviation risk: standby generators, substantial fuel storage, cooling systems that may generate visible plumes or steam, tall outdoor lighting, or any structure or appurtenance that requires FAA notice under Part 77. This is not a prohibition. It is an early coordination step

designed to surface aviation concerns when the plan can still be adjusted through notes, placement, shielding, operational commitments, or other mitigation.

Finally, the ordinance strengthens the lighting standard to make it more concrete and operationally meaningful. It explicitly addresses glare and the risk of lighting that could be confused with airport lighting or that impairs pilot vision, which is one of the most direct ways off-airport development can create safety concerns. It also makes explicit that development in the APO cannot be operated in a way that impairs visibility through smoke, steam, dust, or particulates; cannot create electrical or electromagnetic interference with airport communications, radar, or navigation aids; and cannot create conditions that attract birds and waterfowl in ways that increase strike risk. The logic is performance-based: The City is not trying to regulate a particular industry by name inside the overlay. It is setting clear, enforceable expectations that any development in the APO must avoid creating the specific hazard types that airports are known to be vulnerable to.

Taken together, these changes make the APO function the way it is intended to function in practice: predictable standards tied to location, earlier identification of airspace and operational hazards, and a clean review path that helps projects move forward without late-stage surprises – especially for facilities like data centers that can be by-right yet include generators, fuel, cooling equipment, and security lighting that can matter a lot in an airport environment.

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North Carolina Department of Public Safety
Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 26-27	**DPS/JCPC FUNDING # (cont only)**	526-XXXX
COUNTY:	Cumberland	**AREA:**	Central Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	Fayetteville-Cumberland Juvenile Restitution Program		

SPONSORING AGENCY:	Fayetteville Police Department			
SPONSORING AGENCY PHYSICAL ADDRESS:	467 Hay Street Fayetteville	NC	28301	
SPONSORING AGENCY MAILING ADDRESS:	467 Hay Street Fayetteville	NC	28301	
TYPE:	Public		**FEDERAL ID #**	566001226

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
46627	Fayetteville-Cumberland Juvenile Restitution Program	Restitution/Community Service	$ 103,263
		Total cost of components:	$ 103,263

Program Manager Name & Address *(same person on signature page)*

Name:	Lt. Ranessa Wallace	**Title:**	Program Manager		
Mailing Address:	467 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1885	**Fax:**	(910) 433-1042	**E-mail:**	RanessaWallace@fayettevillenc.gov

Contact Person *(if different from program manager)*

Name:	Deirdre Melvin	**Title:**	Program Coordinator		
Mailing Address:	467 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1020	**Fax:**	(910) 433-1042	**E-mail:**	deirdremelvin@fayettevillenc.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Tiffany Murray	**Title:**	Chief Financial Officer		
Mailing Address:	433 Hay Street	**City:**	Fayetteville	**Zip:**	28301
Phone:	(910) 433-1682	**Fax:**	(910) 433-1680	**E-mail:**	TiffanyMurray@FayettevilleNC.gov

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SECTION I B: PROGRAM COMPONENT DESCRIPTION	
COMPONENT ID #	**COMPONENT INFORMATION**
46627	**NAME OF COMPONENT:** Fayetteville-Cumberland Juvenile Restitution Program **BRIEF DESCRIPTION:** Fayetteville Police Department's Restitution and Community Service Program provides opportunities for juveniles to be accountable for their actions to the community and/or to victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court agreement, or diversion contract.

SECTION II: COMPONENT STATISTICAL INFORMATION

Multi-Components No

Component Service Statistics	PROGRAM COMPONENT INFORMATION - APPLICATION YEAR

Component Name: Fayetteville-Cumberland Juvenile Restitution Program				**Component ID #** 46627	
What is this component's maximum client capacity at any given time?				20	
Frequency of client contact per month:	4		Anticipated Average Length of Stay:	90	Days
Total Component Cost:	$103,263	÷ by	Estimated # to be served during funding period:		100
Estimated Average Cost Per Youth:			$1,033		

Applies to continuation programs only.		Actual number of youth admitted FY 24-25:	85
	84	Number of admissions Juvenile Justice Referred	98.82% of total admissions
	0	Number of admissions Law Enforcement Referred	0% of total admissions
	1	Number of admissions District Court Referred	1.18% of total admissions
		Actual number served FY 24-25:	105

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SECTION III: COMPONENT SUMMARY	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Summary Report of the Cumberland County Juvenile Crime Prevention Council Risk/Needs/Strengths Assessment

1) RISK is strictly limited to risk of reoffending. NEEDS represents the overall service needs we need to wrap around the juvenile. Low NEEDS correlates a high STRENGTHS Levels. Overlap may occur for the same juvenile during reassessment as part of each juvenile's case planning process. 2. The domain data sets only include juveniles who scored moderate to high risk on the YASI full assessment (44% for State were considered low risk and 35% for Cumberland County after receiving full assessment). 3. Data from full YASI assessment represents around 104 different items compared to the YASI pre-screen of around 34 items. Juveniles that only scored low risk on the pre-screen did not move forward to the full screening process so data set is limited to a few questions in the individual family, school and peer domains. Every juvenile who showed up in this data set scored moderate on the pre-screen. When assessed on the full screen they fell to low risk because the range of points in the Full YASI are much broader than the pre-screen tool. 4. In FY 2024-2025, there were 35,730 in Cumberland County ages 10-17 (target age range for North Carolina Department of Public Safety Division of Juvenile Justice and Delinquency Prevention Juvenile Court Services). Children under 10 years old are no longer chargeable unless it is a serious offense and they are given a status of "vulnerable juveniles" who are not processed through the juvenile justice system. 5. 655 YASI Full Assessments were completed in FY 24/25. THE YASI data set includes history in domains: Legal History, Family, School, Community&Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Employment and Free Time.

FY 24/25 Weapons offenses for Cumberland County was at 25% which was 7% higher than State; Person Crimes for Cumberland County was at 70% which was 29% higher than State; Felony Crimes for Cumberland County was at 57% which was 22% higher than State.

FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The target population is youth between the ages of 10-18 who are either (1.) under the jurisdiction of the Court and/or Interstate Compact of Juveniles; (2.) Diverted from Juvenile Court by Juvenile Court Counselor; referred by Law Enforcement of School Resource Officer; or referred by Teen Court. The program will monitor youth to ensure that community service and restitution activities are completed safely and timely. 18 year olds or older will be served under the following conditions: On probation or otherwise under supervision of Juvenile Court Services or not under juvenile court supervision but referred by SRO/School as a diversion from Juvenile Court Services or District Court, or as part of a School Justice Partnership Agreement, if still attending school and consents to participate.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and

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SECTION III: COMPONENT SUMMARY	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in the program.

4. Measurable Objective(s): *State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.*

75% Clients will have no new complaints with an offense date after the admission date.

75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.

75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.

75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.

75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.

75% Clients will demonstrate accountability by actively participating in restitution/community service activities.

75% Clients will have no new adjudications for a complaint with an offense date after the admission date.

5. Elevated Risks and Needs: *Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.*

The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:

1. Negative Peer Relationships.
2. School Behavior Problems.
3. Behavioral Health Needs (Mental Health/Substance Abuse)
4. Family Conflict/Parenting Skills
5. Runaway Behavior

The Fayetteville-Cumberland Juvenile Restitution Program will provide opportunities for the offending juveniles to be held accountable for their offenses and attitude toward deviance. Juveniles will perform community service throughout the city and county to work hours and earn restitution monies to reimburse their victims.

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SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

1. Location: *List physical address(es) and describe where program services are delivered.*

467 Hay Street, Fayetteville, NC 28301

List of Worksites are as follows: Balm in Gilead, 3110 Doc Bennett Rd, Fayetteville, NC 28306; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Tru Blendz Barbershop, 1555 Cain Rd, Fayetteville, NC 28303;Robeson Street Barber Shop, 1015 Robeson Street; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301. Juveniles also perform community service hours working in their community. Juveniles rake/ mow yards of neighbors in their community while parents/guardians supervise and take video of juveniles performing work. All worksites adhere to all safety procedures concerning COVID-19. Program staff makes contact with worksites each week to get an update on juveniles' performance and hours earned. Work schedules are developed to avoid interference with school and other important activities for the youth and family.

2. Operation: *Describe the daily/weekly schedule of program operation.*

FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday. The Program Coordinator makes contact with worksite supervisors, guardians and/or outside work agencies supervising juveniles for community service to get updated work hours on juveniles, make contact with victims to get required information in order for the victim to receive restitution, update court counselors, pick up referrals from courthouse weekly and attend monthly JCPC meetings.

Juveniles complete their community service by assisting elderly in their community (mowing lawns, picking up trash, washing vehicles, all household/cleaning). Juveniles also assist disabled veterans working with staff at Veterans Empowering Veterans. Parents/Guardians have ensured juveniles complete work by sending videos and photos of juveniles working in the community.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.

The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.

The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supevises. The coordinator is responsible for recruiting worksites, worksite inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.

The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.

4. Service Type SPEP: *Describe implementation to include:*

Primary Service: Restitution / Community Service; Secondary Service: None

5. Admission Process: *Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.*

The Program Coordinator will obtain referrals from the local DJJDP office, Law Enforcement or School Resource Officer or referred by Teen Court. All referrals are reviewed by program coordinator and are accepted with the exceptions of no shows for intake process. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.

6. Termination Process: *Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.*

Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Juvenile has attended scheduled work appointments consistently and on time and completed all hours. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not work consistently and did not show up on time and did not meet all behavior goals, but did complete hours. Unsuccessful: Failure to attend work assignments consistently or refusal to show up. Non-Compliance: Unexcused absences or refusing to participate in work assignments. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor SRO's, Law Enforcement and/or Teen Court. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program Coordinator is responsible for making termination decisions. Written termination forms are completed to notify referral source and parent/guardian of program outcomes.

How is the referring agency involved with the termination process?

Court Counselors advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that incur personal/property injury or damage and seek reimbursement. Once the community service work requirements

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.

Although, the program has not received referrals from SRO's, Teen Court and Law Enforcement; once the program receives referrals from these agencies, The program will ensure juveniles perform all tasks to get work completed. The program will maintain all documentation (hours/days worked) and report to agency weekly. Once the juvenile has completed hours, the program will email all supporting documentation to agencies.

7. Referring Agency Interaction: *Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.*

FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors, Law Enforcement, Teen Court and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile court counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the NCDPS Juvenile Justice office monthly.

8. Intervention/Treatment: *Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?*

Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date.

The program ensures to alleviate transportation barriers by providing worksites closer to the family's residence. The program also provides transportation for juveniles without any transportation in the home to ensure the juvenile complete their court ordered community/restitution hours.

9. Best Practice Model: *Describe what model or evidence-supported/best practice the program is based upon.*

The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).

Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]

While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54]

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SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program

[55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.

The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.

SECTION V: TERMS OF AGREEMENT

This Agreement is entered into by and between Department of Public Safety *(hereinafter referred to as DPS),* and **Cumberland** County *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Fayetteville Police Department** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Terms of Agreement

This Agreement shall become effective **Jul 1, 2026** and shall terminate **Jun 30, 2027**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed $75795 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring;*

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed

expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and with the due dates established by DPS;

14. Make personnel reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);

2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).

6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

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Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC* and

Community Programs Section-Funded Programs Minimum Standards Policy,
Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Governments or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention
Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be

uploaded in NCALLIES when submitting a Program Application.
The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement, *No Overdue Tax Debts,* completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.
Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed, before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.
Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by

giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

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SECTION VI: BUDGET NARRATIVE		
Fayetteville-Cumberland Juvenile Restitution Program	Fiscal Year	FY 26-27

Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @28.61, 59,508/2080; Cost of living increase @4.61%, 2,743 (This is the actural formula expense. Actual cash reduced based on JCPC award)	$53,251	
180	FICA 7.65% ($4,552.36), Retirement 14.86% ($8,842.88) Worker's comp 2.70%($1,606.72), Dental life ins., Health ins, $9,823, longevity pay 7.5%($4,463.10.), 401K,4%, $2,380 (This is the actual formula expense. Actual cash reduced based on JCPC award)	$21,678	
250	1 Program Vehicle-Fuel Cost ($814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	$814	
260	Paper, toner, discs, etc	$300	
310	Staff Development Conference/Training Expense	$300	
320	Postage	$100	
350	1 Program Vehicle- Maintenance/Repair Expenses ($1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ $8.00 per hour x3,125	$25,000	
450	Liability insurance coverage for 100 clients @3.25 $85 Annual Membership	$410	
450	Accident insurance @$3.25. per client for 100 clients, $85 Annual Membership	$410	
TOTAL		**$103,263**	**$0**

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	$2,743	
Program Coordinator - $28.61/hr x 40/hrs=$1,144.40/wk x 52 weeks=$59508	$50,508	
TOTAL	**$53,251**	

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SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY

Program:	Fayetteville-Cumberland Juvenile Restitution Program		
Fiscal Year:	FY 26-27	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services	**$74,929**		**$74,929**
120 Salaries & Wages	$53,251		$53,251
180 Fringe Benefits	$21,678		$21,678
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$1,114**		**$1,114**
210 Household & Cleaning			$0
220 Food & Provisions			$0
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials	$814		$814
260 Office Supplies and Materials	$300		$300
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$26,400**		**$26,400**
310 Travel & Transportation	$300		$300
320 Communications	$100		$100
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance	$1,000		$1,000
370 Advertising			$0
380 Data Processing			$0
390 Other Services	$25,000		$25,000
IV. Fixed Charges & Other Expenses	**$820**		**$820**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding	$820		$820
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$103,263**	**$0**	**$103,263**

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SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 26-27	**Cumberland County**	**Funding ID: 526-XXXX**
Sponsoring Agency:	Fayetteville Police Department	
Program:	Fayetteville-Cumberland Juvenile Restitution Program	

$75,795	**DPS/JCPC Funds**	* This is the amount approved in your application	
20%	**Local Match Rate**	Is the Local Match Rate 10%, 20% or 30%?	
$10,527	**County Cash**	Cumberland County	*(Specify Source)*
$16,941	**Local Cash**	PD City of Fayetteville	*(Specify Source)*
	Local Cash		*(Specify Source)*
	Local In-Kind		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
	Other		*(Specify Source)*
$103,263	**TOTAL**	$15,159	$27,468
		Required Local Match	Match Provided

DocuSigned by:
Cindy Porterfield
798FE7A4BD9F419...

6/26/2026

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Signed by:
Robin M Koonce
47DF694FABC24C4...

6/25/2026

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Signed by:
Mike Fiala
E25061365C004AE...

6/18/2026

Chair, Juvenile Crime Prevention Council **Date**

Signed by:
Lt. Ranessa Wallace
7ABDF5C255EF492...

6/18/2026

Program Manager **Date**

Certificate Of Completion

Envelope Id: 7128E383-8AAB-8807-816B-C3CB48ED668A
Status: Completed
Subject: DPS eSignature Request for Cumberland 526-10413 Fayetteville-Cumberland Juvenile Restitution Program
Source Envelope:
Document Pages: 20
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
DPS-DJJ Community Programs
3040 Hammond Business Pl
Raleigh, NC 27603
djjdp.applicationsupport@ncdps.gov
IP Address: 207.4.107.7

Record Tracking

Status: Original
6/18/2026 11:11:20 AM
Holder: DPS-DJJ Community Programs
djjdp.applicationsupport@ncdps.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Lt. Ranessa Wallace RanessaWallace@fayettevillenc.gov Security Level: Email, Account Authentication (None)	Signed by: Lt. Ranessa Wallace 7ABDF5C255EF492... Signature Adoption: Pre-selected Style Using IP Address: 70.62.125.130	Sent: 6/18/2026 11:11:21 AM Viewed: 6/18/2026 12:59:31 PM Signed: 6/18/2026 2:15:05 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 12:59:31 PM ID: 90ece507-75ac-4462-89e9-5a69f93e9670		
Mike Fiala mike.fiala@smithdempster.com Security Level: Email, Account Authentication (None)	Signed by: Mike Fiala E25061365C004AE... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:5614::b Signed using mobile	Sent: 6/18/2026 2:15:07 PM Viewed: 6/18/2026 3:15:22 PM Signed: 6/18/2026 3:15:32 PM
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 3:15:22 PM ID: 3c6a762a-6b68-480c-b9ac-4e83a4a7e915		
Robin M Koonce rdeaver@cumberlandcountync.gov Finance Director/CFO Security Level: Email, Account Authentication (None)	Signed by: Robin M koonce 47DF694FABC24C4... Signature Adoption: Pre-selected Style Using IP Address: 152.31.99.50	Sent: 6/18/2026 3:15:34 PM Viewed: 6/25/2026 5:08:19 PM Signed: 6/25/2026 5:08:59 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2026 5:08:19 PM ID: 31fd9f95-73c0-428d-9044-f1b3dbd10738		
Cindy Porterfield cindy.porterfield@ncdps.gov Director of Juvenile Community Programs NC Dept of Public Safety Security Level: Email, Account Authentication (None)	DocuSigned by: Cindy Porterfield 798FE7A4BD9F419... Signature Adoption: Pre-selected Style Using IP Address: 2603:6081:6d00:f432:309c:6a7a:2533:bac2	Sent: 6/25/2026 5:09:00 PM Viewed: 6/26/2026 10:34:24 AM Signed: 6/26/2026 10:34:32 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2026 11:11:21 AM
Certified Delivered	Security Checked	6/26/2026 10:34:24 AM
Signing Complete	Security Checked	6/26/2026 10:34:32 AM
Completed	Security Checked	6/26/2026 10:34:32 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, NC Dept of Public Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact NC Dept of Public Safety:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.pozun@ncdps.gov

To advise NC Dept of Public Safety of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.pozun@ncdps.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from NC Dept of Public Safety

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NC Dept of Public Safety

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify NC Dept of Public Safety as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by NC Dept of Public Safety during the course of my relationship with you.

NORTH CAROLINA

CUMBERLAND COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF FAYETTEVILLE

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 11/18/2024

TIP #: EB-5541

WBS Elements: PE 45550.1.1

OTHER FUNDING: _____

FEDERAL-AID NUMBER:

CFDA #: 20.205

Total Funds [NCDOT Participation] $380,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Fayetteville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Big Cross Creek Trail, hereinafter referred to as the Project, in Cumberland County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $380,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, the Department previously reimbursed costs to the Municipality for 25% plans; and,

WHEREAS, the reimbursement to the Municipality for this Project is limited to costs incurred beyond 25% plans; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of The Big Cross Creek Trail is 6 new miles of pedestrian and bicycle trails which will connect Smith Lake Recreation complex on Ft. Liberty Military Reservation to the confluence of the Big and Little Cross Creeks near downtown Fayetteville, North Carolina. The 10' wide paved trail for walkers, joggers, bicyclists and others utilizing non-motorized transportation will include bridges and boardwalks

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design (beyond 25% only)
- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent of eligible expenses incurred by the Municipality up to a maximum amount of Three Hundred Eighty Thousand Dollars ($380,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match $	Non-Federal Match Rate
Surface Transportation Program	$380,000	80%	$95,000	20%
Additional Local Funding	n/a	n/a	$125,000	100%
Subtotal Funding		**$475,000**		
Total Available Funding		**$600,000**		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or $60,000, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

COMPLETION DATE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

MILESTONE DATES AND REVISIONS

The Municipality is responsible for regularly updating project milestones throughout the life of the project. If project milestones are near (or have passed without completion) and have not been updated to a realistic schedule by the Municipality, the Department reserves the right to revise the milestones accordingly. Revisions by the Department could lead to milestones being pushed into another fiscal year resulting in a change to the STIP. The Department is not responsible for project delays caused by these milestone revisions.

EXTENDING COMPLETION DATE

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies*

and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National

Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at https://www.ncleg.gov/Laws/GeneralStatutes and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility

funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at https://www.ncleg.gov/Laws/GeneralStatutes ; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition,

drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at https://www.ncleg.gov/Laws/GeneralStatutes.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/resources/Specifications/Pages/2024-Specifications-and-Special-Provisions.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at https://connect.ncdot.gov/projects/construction/pages/construction-manual.aspx, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Big Cross Creek Trail, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation

- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $380,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

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.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF FAYETTEVILLE

BY: _____

TITLE: City Clerk

BY: _____

TITLE: City Manager

DATE: 02/26/2025

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

56-6001226

City of Fayetteville

Remittance Address:

P.O. Box Drawer D

Fayetteville, NC 28302

DEPARTMENT OF TRANSPORTATION

Signed by:

BY: Patrick A. Norman

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(CHIEF ENGINEER)

DATE: 06/25/2025

Initial

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1/08/2025 (Date)