



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, August 25, 2025

6:30 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0A CONSENT AGENDA

7.0A1 [25-4854](#) Approval of Meeting Minutes:
August 4, 2025 - Work Session
August 11, 2025 - Discussion of Agenda Items
August 11, 2025 - Regular

Recommendation: Approve the draft minutes.

7.0A2 [25-4860](#) Adopt Proposed Loitering Ordinance - Second Reading

Recommendation: Staff recommends Option 3 - adoption of a comprehensive city-wide loitering ordinance. This approach provides the most effective solution to current public safety and property protection challenges while establishing a clear legal framework for future issues.

7.0A3 [25-4855](#) Adopt Resolution Authorizing the City Manager to Lease Space at 472 Hay Street to Subway Real Estate, LLC

Recommendation: Staff recommends City Council approve the proposed Commercial Lease Agreement and allow the City Manager to negotiate and execute the Commercial Lease Agreement on behalf of the City.

- 7.0A4** [25-4845](#) Approve Ordinances for Uninhabitable Structures: Demolition Recommendations
- 408 Ingram Street District 2
832 East Orange Street District 2
806 Serro Drive District 7
818 Rembrandt Drive District 7
- Recommendation:** Staff recommends that the Council moves to adopt the ordinances authorizing the demolition of these structures.
- 7.0A5** [25-4846](#) Rescind Demolition Ordinance
- 3121 Fort Bragg Road District 9
- Recommendation:** Staff recommends that Council move to adopt the proposed resolution rescinding the demolition ordinance.
- 7.0A6** [25-4851](#) Adopt Ordinances for Proposed Text Amendment to Article 24 (Streets and Sidewalks) of the City Code of Ordinances Covering Sidewalk Exemptions Related to Driveway Permits
- Recommendation:** Approve the Ordinance Amending Section 24-101, Permit to Construct Required, of Chapter 24 Streets and Sidewalks of the Code of Ordinances of the City of Fayetteville, NC.
- 7.0A7** [25-4850](#) Approve Bid Recommendation - Resurface Various Streets Powell Bill FY26
- Recommendation:** Staff recommends Council approve award of and authorize the City Manager to execute the contract for the Resurface Various Streets Powell Bill FY26 with the lowest responsive, responsible bidder, Highland Paving Co., LLC, in the amount of \$4,604,169.65.
- 7.0A8** [25-4800](#) Authorization to Execute a Professional Service Contract for the FY26 Citywide Stormwater Asset Inventory and Condition Assessment
- Recommendation:** Council authorizes the execution of a professional services contract in the amount of \$1,000,000 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.
- 7.0A9** [25-4852](#) Adoption of Capital Project Ordinance Amendment to Correct Funding Amount for Revenue Listed as NC Department of Transportation
- Recommendation:** Adopt Capital Project Ordinance Amendment 2024-1 to correct the funding amount associated with NCDOT to accurately show the reimbursement funding amount.

- 7.0A10** [25-4862](#) Adopt Capital Project Ordinance Amendment 2019-21 and Special Revenue Fund Project Ordinance Amendment 2019-7 to move \$40,000 of Federal Transit Administration Grant Funds and Appropriate \$10,000 of Local Match Funds
Recommendation: Staff recommends that Council move to adopt CPOA 2019-21 and SROA 2019-7 as presented.
- 7.0A11** [25-4853](#) Adoption of Capital Project Ordinance Amendment to Appropriate Additional Funds for the Radio Core Upgrades
Recommendation: Adopt Capital Project Ordinance 2026-8 to appropriate additional funding for radio core upgrades.
- 7.0A12** [25-4870](#) PWC - Approve Bid Recommendation - Stator Vane Kit
Recommendation: The Fayetteville Public Works Commission recommends that City Council approve the bid recommendation to award bid for one (1) additional Stator Vane Kit to Turbine Service, Ltd. Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interest of PWC, in the total amount of \$275,000.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.
- 7.0A13** [25-4872](#) PWC - Adopt Preliminary Resolution Authorizing the Filing of an Application with the Local Government Commission Requesting the Local Government Commission Sell Bonds at a Competitive Sale and Approving of the Financing Team
Recommendation: The Fayetteville Public Works Commission recommends the City Council adopt the City Preliminary Resolution at its August 25, 2025 meeting

7.0B ITEMS PULLED FROM CONSENT

8.0 STAFF REPORTS

- 8.01** [25-4770](#) Receive the Fayetteville Police Department 2025 Second Quarter Review
Recommendation: Receive the report as presented.
- 8.02** [25-4842](#) Receive the Fayetteville Fire Department 2025 Second Quarter Review
Recommendation: Receive the report as presented.

9.0 PUBLIC HEARINGS (Public & Legislative Hearings)

- 9.01** [25-4698](#) Approve P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5)
- Recommendation:** The Zoning Commission and Professional Planning Staff recommend that the City Council move to approve the map amendment to MR-5, based on the following findings:
- * The proposed zoning change aligns with the Future Land Use Plan (FLUP) and the Unified Development Ordinance (UDO).
 - * Permitted uses and development standards for the MR-5 district are appropriate for the site given surrounding zoning and land uses.
 - * There are no anticipated negative impacts to public health, safety, morals, or general welfare.
- 9.02** [25-4868](#) Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.
- Recommendation:** The Zoning Commission and Professional Planning Staff recommend that the City Council move to approve the map amendment to LC/CZ, based on the following findings:
- * The proposed zoning change aligns with the Future Land Use Plan (FLUP) and the Unified Development Ordinance (UDO).
 - * Permitted uses and development standards for the LC district are appropriate for the site given surrounding zoning and land uses.
 - * There are no anticipated negative impacts to public health, safety, morals, or general welfare.
- 9.03** [25-4871](#) AX25-03. Carvers Falls Road City-Owned Property is seeking annexation into the corporate limits of the City of Fayetteville for four contiguous parcels totaling approximately 40.54 acres. These parcels are situated on the Southern side of Carvers Falls Road at 430 and Unaddressed Carvers Falls Road. They can be further identified by Parcel Identification Numbers (PINs): 0540-18-4339
- Recommendation:** Staff recommends that the Council move to adopt the proposed ordinance annexing the parcel with an effective date of August 25, 2025.

10.0 EVIDENTIARY HEARINGS

- 10.01** [25-4787](#) SUP25-03: Special Use Permit request to reduce the separation requirement for an Automotive Wrecker Service in a CC Zoning District at 3003, 3005, 3009 MURCHISON RD (REID# 0428597115000, 0428596376000, 0428597350000) owned by Ali Abdo, CITY PROPERTY LLC.
- Recommendation:** Staff recommends that City Council hold an Evidentiary Hearing and base their decision on the evidence and testimony provided.

11.0 ADMINISTRATIVE REPORTS

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

- 11.01** [25-4783](#) Public Safety Compensation Changes
- Recommendation:** For information only, no action required unless Council moves to add to an upcoming Work Session.
- 11.02** [25-4841](#) Receive an Administrative Report on the Empowering Community Safety Micro-Grant Program as of June 30, 2025 - End of Cycle Six
- Recommendation:** For information only, no action required unless Council moves to add to an upcoming Work Session.
- 11.03** [25-4865](#) Fayetteville-Cumberland Youth Council (FCYC) - Junior Mayor Program Establishment.
- Recommendation:** For information only, no action required unless Council moves to add to an upcoming Work Session.
- 11.04** [25-4866](#) Updated MOU with Crime Stoppers to Support Enhanced Tip Rewards
- Recommendation:** For information only, no action required unless Council moves to add to an upcoming Work Session.

12.0 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 25, 2025 - 6:30 p.m.

Cable Channel 7 and streamed "LIVE" at FayTV.net

Notice Under the Americans with Disabilities Act (ADA):

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



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

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**FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
COUNCIL CHAMBER, CITY HALL
AUGUST 4, 2025
2:00 P.M.**

Present: Mayor Mitch Colvin (arrived at 2:34 p.m.)

Council Members Katherine K. Jensen (District 1) (arrived at 2:12 p.m.); Malik Davis (District 2); Mario Benavente (District 3) (departed at 3:40 p.m.); D. J. Haire (District 4); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Absent: Council Member Lynne Greene (District 5)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Kevin Dove, Fire Chief
Roberto Bryan, Police Chief
Laura Smith, Emergency Management Coordinator
Brian McGill, Assistant Public Services Director
Gerald Newton, Development Services Director
David Steinmetz, Assistant Development Services Director
Alicia Lanier, Stormwater Project Manager
Byron Reeves, Assistant Public Services Director
Sonyé Randolph, Assistant City Attorney
Lisa Harper, Assistant City Attorney
Joshua Hall, Police Attorney
Michael Gibson, Parks, Recreation, & Maintenance Director
Brook Redding, Assistant to the City Manager
Loren Bymer, Marketing & Communications Director
Tiffany Murray, Chief Financial Officer
Willie Henry, Chief Information Officer
John Jones, Office of Community Safety Director
Albert Baker, Economic & Community Development Director
Garry Crumpler, Cumberland County Emergency Management Coordinator
Amanda Scheck, Cumberland County Emergency Management Planner
Mathew Jones, Vice President at Hazen and Sawyer
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Council Member Haire called the meeting to order at 2:00 p.m.

2.0 INVOCATION (2:02)

The invocation was offered by Council Member Davis.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 CITY MANAGER REPORT

No report provided.

5.0 APPROVAL OF AGENDA

MOTION: Council Member Benavente moved to approve the agenda.

SECOND: Council Member Banks-McLaughlin

VOTE: UNANIMOUS (7-0)

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6.0 OTHER ITEMS OF BUSINESS

6.01 Emergency Management Presentation

Dr. Douglas Hewett, City Manager, introduced Ms. Laura Smith, Emergency Management Coordinator Mr. Garry Crumpler, Cumberland County Emergency Management Coordinator, and Ms. Amanda Scheck, Cumberland County Emergency Management Planner who presented this item with the aid of a PowerPoint presentation.

Ms. Smith stated the presentation will focus on the processes of emergency management and the state and federal laws that offer guidance to support emergency management. City Council completed an interactive exercise in which they placed imaginary money in different funding pots for hazards and threats that are most prevalent and important to the City of Fayetteville and Cumberland County. Ms. Smith reviewed the definition of a disaster which is considered any event that causes significant disruption, harm, or destruction to a community; it is not only for weather related events, but also public health emergencies, technological failures, hazardous material spills, infrastructure failures, and acts of terrorism. Ms. Smith stated emergency management focuses on four phases of emergency management, mitigation, preparedness, response, and recovery. The goals of emergency management are to minimize impact, ensure effective coordination and communication, provide timely and efficient disaster response, and support community resilience and long-term recovery.

Mr. Crumpler reviewed important Federal laws and N.C. General Statutes that apply to elected officials and their responsibilities such as North Carolina General Statute 166A – North Carolina Emergency Management Act, which outlines what authorities elected officials have during an emergency and covered under a State of Emergency. The Robert T. Stafford Disaster Relief, which covers what types of purchased items and actions are permissible. The Disaster Mitigation Act of 2000 is one of the most important which states every municipality must have a hazard mitigation plan. The plan outlines mitigation measures that the municipality will take to lessen the impact of a disaster. If the needs are not in the hazard mitigation plan, the municipality will not qualify for it. The hazard mitigation plan is a living document that can be amended as needed. The Price-Anderson Act covers nuclear disasters.

Discussion ensued.

Mr. Crumpler provided the outcome of the interactive exercise. The ranking of the hazard to be invested in were dam failure, inland flooding, and hurricanes.

6.02 Cross Creek Channel Improvements – Advance to 15% Design

Ms. Alicia Lanier, Stormwater Project Manager, presented this item with the aid of a PowerPoint presentation and introduced Dr. Matthew Jones, Vice President with Hazen and Sawyer. Ms. Lanier stated when this project is fully completed it will be the watershed programs highest impact project and be phased over an estimated 10 years. The project will require City and County collaboration to strategically mitigate flooding while improving the Cross Creek corridor. There have been over \$1.1 billion in estimated costs to address the currently identified mitigating flooding project needs. The solutions that have already been approved are in the Capital Improvement Projects.

Dr. Jones presented a brief history of the Cross Creek Watershed Study beginning in 2022 and the Cross Creek Channel improvement recommendations and expected mitigated impact. The Cross Creek Channel improvements option involves re-grading the stream channel from the Martin Luther King Freeway to Green Street to provide a defined channel and flood corridor that will increase the capacity of Cross Creek. Replacement of bridges and culverts through this corridor would be part of this project. Based on preliminary concept development, this option has a planning level construction cost of \$50 million plus necessary project acquisition. The channel improvement provides the largest reduction in flood depths and extents within the downtown area. The cost to advance the Cross Creek Channel improvement to 15 percent design is \$534,050.00 using Enterprise Funds.

The scope of services for the project includes supplemental survey data collection, literature review and environmental constraints analysis, alternatives analysis, preliminary design with stakeholder outreach, preliminary design report for future project planning, grant applications, and detailed design. Dr. Jones stated the timeline to get to the 15 percent is estimated to take 11-months, however, to complete the project construction timeline would take about a decade with a phased approach. Council Member Hondros requested a timeline for watersheds left over and costs. Discussion ensued regarding the Eccles Park Project funding opportunities. Council Member Benavente asked how funding for upcoming projects will be

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identified as well as alternative funding opportunities if needed. Dr. Hewett stated Council is going to be asked increasingly to help prioritize the projects to identify the fundable projects and possibly issue bonds and any Federal funding.

Consensus of Council was to approve Cross Creek Channel Geometry Improvements Preliminary Design Project to Advance to 15 Percent Design.

6.03 Proposed Loitering Ordinance

Ms. Sonyé Randolph, Assistant City Attorney, presented this item with the aid of a PowerPoint presentation and stated the existing ordinance 17-22 is limited in scope focusing on drug-related loitering, that combined with recent downtown parking deck incidents have led to increased crime risks, property damage, liability concerns, and inadequate law enforcement tools. The proposed ordinance looks to fill the gaps of the current ordinance specifically in parking facilities and school grounds. The penalties of the current and the proposed are the same, being a Class 3 Misdemeanor with a fine not to exceed \$500.00. The proposed ordinance will have a warning requirement and also includes a provision at the court's discretion imposing community service in place of the misdemeanor or fine. Ms. Randolph compared the proposed ordinance to the current disorderly conduct ordinance and nuisance party ordinance, focusing on required behavior, intent focus, location, penalty levels, warning requirements, and enforcement approach.

Public safety benefits of the proposed ordinance include clear guidelines for legitimate facility use, enhanced law enforcement tools, reduced crime and liability risks. Justice protection benefits include constitutional protections for lawful assembly, clear definitions and prohibited activities, and uniformed standards across City facilities. The expectation is that the ordinance will create significant cost savings through reduced property damage and maintenance. The Constitutional safeguards of the proposed ordinance include a required warning before any citation is issued, First Amendment protections for protests and demonstrations, and probable cause standards.

Discussion ensued.

Implementation of the ordinance will require training and procedures with the Police Department to distinguish between problematic behavior versus status, emphasize that a warning is required before enforcement and documenting specific conduct and circumstances is necessary. Working with community partners will also be required for implementation through coordination with downtown organizations, partnering with the Office of Community Safety and the Homeless Task Force, establish referral protocols to homeless service, and regular review of enforcement patterns.

This ordinance requires two readings, the presentation today is considered the introduction date and first reading.

Consensus of Council was to adopt the Proposed Loitering Ordinance.

MOTION: Council Member Davis moved to excuse Council Member Benavente
SECOND: Council Member McNair
VOTE: UNANIMOUS (8-0)

6.04 Parks & Recreation Master Plan Update

Mr. Michael Gibson, Parks, Recreation, & Maintenance Director presented this item with the aid of a PowerPoint presentation and provided a handout of the priority list that is in the Parks & Recreation Master Plan. Dr. Hewett stated there will be an update on Glenville Lake, Tennis Center, and other projects at an upcoming meeting. Mr. Gibson stated the Master Plan is done every 10 years as a County wide plan that shows what is important to the residents from a recreation and leisure standpoint. Dr. Hewett stated Parks and Recreation projects needs to be identified within the master plan so that if in years where there is not federal funding or other opportunities to complete the project, staff can review each year in preparation for the budget. The direction needed is to confirm Tokay tennis courts be resurfaced and update the Master Plan to include Pickleball courts.

Discussion ensued. Mayor Colvin asked if the tennis courts at Mazarick 1 will be resurfaced before the changes are made at Tokay if approved. Mr. Gibson stated it could be sequenced. Council Member Davis requested an update on the water feature for North Street. Council Member McNair requested information on the Lake Rim Park walking trail. Mr. Gibson stated it is funded and a contractor has been identified and there is a preliminary site design.

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Mayor Pro Tem Jensen stated she believes Tokay Park should all be pickleball to create a pickleball complex as the tennis courts are not being used. Discussion ensued regarding the Tokay Park tennis courts. Dr. Hewett stated because federal funds are being used, staff will bring back the schedule of the resurfacing at Mazarick 1 & 3, Tokay, and the finishing of the Tennis Center to ensure the City is not at risk of losing federal funds.

Council was not in consensus to change the Tokay Park tennis courts to all pickleball courts after Mazarick 1 & 3 have been resurfaced.

Consensus of Council was to approve resurfacing the Tokay Park tennis courts making half pickleball courts and the other half tennis courts.

6.05 City Council Agenda Item Request – Reduce Speed Limit on Seabrook Road – Council Member Haire

Council Member Haire requested consensus to change all of Seabrook Road to 25 miles per hour (mph). Presently from Langdon Street to Spalding Street is 35 mph and Spalding Street to Jasper Street is 25 mph.

Consensus of Council was to reduce the speed limit on Seabrook Road to 25 miles per hour.

6.06 City Council Agenda Item Request – Speed Reduction on W. Rowan Street – Council Member Davis

Council Member Davis stated many people are using West Rowan Street to get from Haymount to Bragg Boulevard and there has been speeding taking place. Because of this he requested consensus to reduce the speed on West Rowan Street to 25 miles per hour.

Consensus of Council was to reduce the speed limit on West Rowan Street to 25 miles per hour.

7.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 4:39 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
080425

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
AUGUST 11, 2025
5:30 P.M.**

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1) (arrived at 5:40 p.m.); Malik Davis (District 2); Mario Benavente (District 3); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Absent: Council Members D.J. Haire (District 4)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Kelly Strickland, Assistant City Manager
Lisa Harper, Senior Assistant City Attorney
Kevin Dove, Fire Chief
Tiffany Murray, Chief Financial Officer
David Steinmetz, Development Services Assistant Director
Loren Bymer, Marketing & Communications Director
Byron Reeves, Assistant Public Services Director
Brian McGill, Assistant Public Services Director
Joshua Hall, Police Attorney
Chris Lowery, Strategic Planning and Analytics Manager
Brook Redding, Assistant to the City Manager
John Jones, OCS Director
Andrew LaGala, Airport Director
Kecia Parker, Real Estate Manager
Chris Cauley, Economic and Community Development Director
Jennifer Ayre, City Clerk

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

Mayor Colvin asked the Council to review the regular agenda for the August 11, 2025, meeting.

Mayor Colvin recognized there were 19 speakers for the Public Forum. Council Member Benavente stated he will request adding time to allow all residents to be heard.

Council Member Benavente stated he intends to pull Item 8.0A5 – Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp. for a public hearing. Council Member Hondros stated he is in disagreement to move it towards a public hearing, because the applicant pulled their initial request to impose conditions on themselves to address resident concerns. Discussion ensued. Mayor Pro Tem Jensen stated residents want to pull the item for a public hearing and asked Ms. Lachelle Pulliam, City Attorney if the buyer can appeal for the permit if Council denies it. Ms. Lisa Harper, Senior Assistant City Attorney, stated they cannot appeal it based on Council being against, but that there was something wrong with the processes or a constitutional basis.

Council Member Thompson requested Mr. Christopher Cauley, Economic and Community Development Director explain Item 8.0A13 – Authorize West Cumberland Apartments, Phase 2, Affordable Housing Loan. Mr. Cauley stated there is currently \$3 million available in HOME funding, and \$2 million has been committed to projects with \$1 million still available that will be committed to the West Cumberland Apartments Phase 2 project. There is an upcoming housing tax credit with \$650,000.00 allocated for that project and \$400,000.00 for affordable housing on City lots. In the last twelve (12) months there have been 27 brand new homeowners through the Homebuyer HEROS program. There are plans to come to Council in the fall to discuss the affordable housing study from 2020 and the census market data. Mr. Cauley stated he plans to contract for a market demand study on housing for single family and rental homes.

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Ms. Pulliam stated PWC has requested to walk on an annexation item, therefore, the agenda will need to be amended to add the item during the approval of the agenda. It would be Item 8.0A28 and will need a super majority to add it to the agenda. This is regarding the solar farm on Carver Falls. Council would adopt a resolution to annex and set the public hearing for August 25, 2025. Dr. Douglas Hewett, City Manager stated PWC's project needs to have groundbreaking before the end of September and there are federal funds attached to it. Discussion ensued.

Council Member Banks McLaughlin stated she plans to pull 8.0A14 – Acceptance of Aviation Career Education (ACE) Academy Grant Offer for recognition of the academy.

MOTION: Council Member Davis moved to go into closed session pursuant to NCGS 143-318.11 to consult with the attorney to preserve the attorney-client privilege and to discuss a personnel matter
SECOND: Council Member Thompson
VOTE: UNANIMOUS (9-0)

The regular meeting recessed at 6:00 p.m.

MOTION: Council Member Banks-McLaughlin moved to come out of closed session
SECOND: Council Member Thompson
VOTE: UNANIMOUS (9-0)

The meeting reconvened at 6:14 p.m.

There being no further business, the meeting adjourned at 6:17 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
081125

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
AUGUST 11, 2025
6:30 P.M.**

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (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
Adam Lindsay, Assistant City Manager
Todd Joyce, Assistant Police Chief
Kevin Dove, Fire Chief
David Steinmetz, Development Services Assistant Director
Albert Baker, Assistant Economic and Community Development Director
Willie Henry, Chief Information Officer
Loren Bymer, Marketing and Communications Director
Chris Lowery, Strategic Performance and Analytics Manager
Andrew Brayboy, Senior Corporate Performance Analyst
Joshua Hall, Police Department Attorney
John Jones, OCS Director
Andrew LaGala, Airport Director
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 Senior Pastor Reginald Johnston, with My Father's House.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the New Life Boy Scout Troop. The Troop Leader stated this is their third year as a Pack from the New Life Christian Academy.

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Member Thompson stated August in National Psoriasis Month.

Council Member Davis announced the Fayetteville NEXT Advisory Commission will host their annual Adult Field Day on August 23, 2025, 10:00 a.m. located at 5572 Shenandoah Drive.

Council Member Haire announced the 33rd annual Umoja Festival will be on Saturday, August 23, 2025, at Seabrook Park, 702 Langdon St. and Smith Recreation Center at 1520 Slater Ave., Fayetteville, NC. This is a unity festival. Cape Fear Valley will also be present to do health checks.

Mayor Colvin presented the Certificates of Excellence to ICON Interns. The City of Fayetteville hired sixteen high school interns through the ICON program to work in different departments for six weeks over the summer.

Mayor Colvin presented a proclamation in honor of the late Zion Gibbs to his mother Ms. Myra Gibbs.

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

Mayor Colvin recognized retired Cumberland County Sheriff Ennis Wright, for his devoted interest and unwavering commitment for 31 years of service and to the Community while serving as the Cumberland County Sheriff.

Council Member Benavente stated on Saturday, August 16, 2025, the NAACP is having a family fun day at Smith Lake Recreation Area, 5144 Smith Lake Road from 10:00 a.m.-12:00 p.m. and a NAACP Veterans Town Hall at the Kiwanis Recreation Center, 352 Devers St., at 3:00 p.m.

5.0 CITY MANAGER REPORT

No Report provided.

6.0 APPROVAL OF AGENDA

MOTION: Council Member Thompson moved to approve the agenda with the addition of Item 8.0A28 – PWC Resolution for Carvers Falls Annexation.

SECOND: Council Member Benavente

VOTE: UNANIMOUS (10-0)

7.0 PUBLIC FORUM

MOTION: Council Member Benavente moved to extend the public forum for nine minutes to allow all speakers to be heard

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0)

Ms. Carmela McKeller, 6840 Thames Drive, Fayetteville, NC, expressed concerns regarding her non-profit Region 6 Inc which is to be a resource to the Black, Indigenous, and People of Color community and request support and see the space.

Ms. Camille Little, 420 Bubble Creek Court, Fayetteville, NC, spoke regarding the Outlaw's Educational Outreach Program appreciation for being awarded a microgrant.

Mr. Shaun McMillan, 6024 Goldenrain Drive, Fayetteville, NC, expressed concerns regarding authoritarianism and the Fayetteville Youth Protection Ordinance.

Dr. Deon Faillace, 720 Emeline Avenue, Fayetteville, NC, expressed concerns regarding the need for a new YMCA.

Mr. Bernard McKoy, 1220 Cullen Drive, Fayetteville, NC, presented information regarding the HEAR Program to get high energy appliances in low-income homes and the funding from the State will be going out to and educate installers about the program.

Ms. Keosha McKoy Brown, 150 Andrews Road., Fayetteville, NC, expressed concerns regarding the need for affordable housing.

Ms. Mary Balogun, 2929 Bakers Mills Road, Fayetteville, NC, expressed concerns regarding police discrimination and negligence and request the City reopen her civil case.

Mr. Justin Chase, 2682 Rivercliff Road, Fayetteville, NC, expressed concerns regarding the need for a new YMCA.

Ms. Arleen Fields, 5318 Hampton Road, Fayetteville, NC, expressed concerns regarding the rezoning on Stacey Weaver for a 7-Eleven.

Ms. Donna Johnson, 5059 Hampshire Drive, Fayetteville NC, expressed concerns regarding the rezoning on Stacey Weaver for a 7-Eleven.

Mr. Clifton Goodwin, 817 Ethelored Street, Fayetteville, NC, expressed concerns commercial activities in his neighborhood.

Mr. Jacob Davis, 1113 West Rowan Street, Fayetteville, NC, expressed concerns regarding removing mandatory parking minimums.

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Pastor Bernard Hayes, 3504 Rolls Avenue, Fayetteville, NC, expressed concerns regarding the need for a new YMCA.

Ms. Katherine Goldblatt, 1707 Fort Bragg Road, Fayetteville, NC, expressed concerns regarding the Comprehensive Pedestrian Plan.

8.0A CONSENT AGENDA

MOTION: Council Member Jensen moved to approve the Consent Agenda with the exception of Item 8.0A5 - Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.

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

8.0A1 Approval of Meeting Minutes:
June 18, 2025 – Agenda Brief
June 23, 2025 – Discussion of Agenda Items
June 23, 2025 – Regular
October 28, 2024 - Regular

8.0A2 Approve City Council Policies Review Committee Recommendation

City Council approved the recommended edits to City Council Policy # 115.15, Protocol 9 and 11. Under Protocol 9 add “C. It is recommended for Council Member Requests, that Council Members reach out to one another in advance of the Work Session”. Under Protocol 11 “The Council Member making the request will be given 5 minutes at the end of the Work Session to make a presentation in support of their request and 5 minutes will be allotted for questions for a total of 10 minutes.”

8.0A3 Approve P25-35: A rezoning request from MR-5 to OI at 815 Washington Drive (0437188863000) and 7801 Blue Street (0437187555000), owned by Endowment Fund of Fayetteville State University and represented by Wesley Fountain of FSU

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

8.0A4 Approve P25-36: A request to rezoning property from Residential MR-5 to Industrial & Conservation LI & CD at Unaddressed Country Club & Distribution Dr. (REID #0429534492000) owned by PELICAN PROPERTY HOLDINGS LLC; CJR PROPERTY HOLDINGS LLC; K&JS PROPERTIES LLC.

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

8.0A5 PULLED FOR A SEPARATE VOTE

8.0A6 Approval of Speed Ordinance Revision on Seabrook Road

City Council approved the speed ordinance revision of Seabrook Road. The current speed limit on Seabrook Road is 35 miles per hour (mph), matching the City-wide statutory speed limit. Seabrook Road is a two-lane, City-owned and maintained, approximately 0.75-mile-long road. The speed limit reduction would apply for the entirety of the road, from its intersection with Jasper Street/Topeka Street to Langdon Street. Seabrook Road is the only road that would

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

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES – SEABROOK ROAD. ORDINANCE NO. NS2025-020

8.0A7 Approval of Speed Ordinance Revision on West Rowan Street

City Council approved the speed ordinance revision of West Rowan Street. The current speed limit on West Rowan Street is 35 mph, matching the City-wide statutory speed limit. West Rowan Street is a two-lane, City-owned and maintained, approximately 0.68-mile-long road. The speed limit reduction will apply for the entirety of the road, from its intersection with NC 24 (Bragg Boulevard) to Oakridge Avenue. West Rowan Street is the only road that would have its speed limit revised; NC 24 (Bragg Boulevard), Oakridge Avenue, and all neighborhood roadways that branch off from West Rowan Street would remain their respective speed limits.

AN ORDINANCE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF FAYETTEVILLE CODE OF ORDINANCES – WEST ROWAN STREET. ORDINANCE NO. NS2025-021

8.0A8 Adopt CPO 2026-29 and amend CPOA 2026-40 (CPO 2020-1) to Re-Appropriate \$534,050 of available funds from the FY20 Stormwater Improvement Project to the Cross Creek Channel Improvements Project and to Approve City Manager to execute the contract for the Cross Creek Channel Improvements Preliminary Design

City Council approved the adoption of Capital Project Ordinance (CPO) 2026-29 and amend Capital Project Ordinance Amendment (CPOA) 2026-40 to re-appropriate \$534,050.00 from the FY20 Stormwater Improvements project for the new Cross Creek Channel Improvements project. These funds are restricted to the Stormwater Enterprise Fund and have no impact on the General Fund. The firm Hazen and Sawyer have been engaged to provide the scope of work. The proposed scope includes supplemental survey and data collection, development of alternative channel improvement concepts, hydrologic and hydraulic modeling, benefit-cost analysis, and a preliminary engineering report with fifteen (15) percent design plans. Additionally, a key element of this phase will be the development of a strategic communications framework, including project branding, briefing materials for City staff and Council, and a public engagement plan.

8.0A9 Authorization to Accept Grant Funding from The Arts Council of Fayetteville & Cumberland County for Independence Concert and Fireworks and Adoption of Budget Ordinance Amendment to Appropriate Funds

City Council approved the authorization to accept a \$15,000.00 Cultural Tourism grant from The Arts Council of Fayetteville and Cumberland County and adopt Budget Ordinance Amendment 2026-1 to appropriate the funding for the use at the 2025 Independence Concert and Fireworks.

8.0A10 Authorization to Accept Grant Funding for Orange Street School Music Lab from The Arts Council of Fayetteville & Cumberland County and Adoption of Budget Ordinance Amendment to Appropriate Funds

City Council approved the authorization to accept a \$8,500.00 Arts Education grant from The Arts Council of Fayetteville and Cumberland County and adopt Budget Ordinance Amendment 2026-2 to appropriate the funding for use at the Orange Street School Music Lab.

8.0A11 Approve and Authorize the Execution of a Revised Subrecipient Agreement with Mid-Carolina Council of Governments to Provide Pass Through Federal Transit Administration Grant Funding

City Council approved and authorized the City Manager to execute a revised subrecipient grant agreement with Mid-Carolina Council of Governments (MCCOG). The agreement provides pass through Federal Transit Administration (FTA) Section 5310 grant funding of \$386,351.00 for Cumberland County's Community Transportation Program. The required local match of \$102,607.00 will be provided by Cumberland County. The revised agreement changes the original period of performance end date from June 30, 2025, to June

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30, 2026. Due to timing issues related to grant award notification and the contract routing process, the original period of performance did not permit for the execution of the previously approved agreement. MCCOG's requested reimbursement would have only included expenses incurred during fiscal year 2025 (the original period of performance), however the contract would have been executed and payments to MCCOG made in fiscal year 2026.

8.0A12 Accept and Authorize the Execution of an ICMA Economic Mobility and Opportunity Special Assistants Grant

City Council approved and authorized the City Manager to execute a grant award from the International City/County Management Association (ICMA) for its Economic Mobility and Opportunity Special Assistants (EMO SA) Program for a total of \$250,000.00 in salary support over 30 months, as well as \$104,000.00 in supplemental program and engagement resources. The grant will support the creation of a senior-level Special Projects Manager who will lead, coordinate, and accelerate cross-departmental and cross-sector strategies that advance economic mobility for Fayetteville residents.

8.0A13 Authorize West Cumberland Apartments, Phase 2, Affordable Housing Loan Commitment

City Council approved and authorized the City Manager to execute the issuance of a Loan Commitment Letter in the amount of \$1,000,000.00 for the development known as West Cumberland Apartments, Phase 2. This commitment will be good until August 11, 2026, with a six-month extension allowed at the City Manager's discretion. The loan carries a one (1) percent interest rate and will be fully amortized over twenty years.

West Cumberland Apartments, Phase 2 is a 72-unit affordable housing community, which will include five (5) HOME-assisted rental units.

8.0A14 Acceptance of Aviation Career Education (ACE) Academy Grant Offer

City Council accepted the 2025 Aviation Career Education (ACE) Academy Grant from the North Carolina Department of Transportation, Division of Aviation (NCDOT) and to authorize the City Manager to execute the Agreement. The grant will provide reimbursement of up to \$5,000.00 for supplies and vendor costs and no local match is required.

The NCDOT ACE Academy Grant Program provides grants to public airports that host aerospace and aviation career-focused summer academies for middle and high school students. The academy will cover the following topics; Aviation/aerospace history, including N.C.'s legacy as "first in flight", principles of flight, career discovery and planning, post-secondary aviation education programs, and unmanned aircraft systems (UAS, or drones).

8.0A15 Appropriate NCDOT Division of Aviation grant funds to the Fayetteville Regional Airport Master Plan Update

City Council approved the adoption of Capital Project Ordinance Amendments (CPOA) 2026-41 and 2026-42 to move \$800,000.00 of North Carolina Department Of Transportation (NCDOT) Division of Aviation - North Carolina Airport Improvement Program (NCAIP) grant funds from the General Aviation Hangar project to the Airport Master Plan Update project.

CPOA 2026-41 will reduce \$800,000.00 of NCAIP grant funds from the General Aviation Hangar project, changing the total project appropriation from \$1,235,922.00 to \$435,922.00.

CPOA 2026-42 will appropriate \$800,000.00 of NCAIP grant funds for the Airport Master Plan Update, changing the total project appropriation from \$476,891.00 to \$1,276,891.00

8.0A16 Approve Bid Recommendation – Resurface Various Streets GO Bond FY 26

City Council approved the award and authorized the City Manager to execute the contract for the resurfacing of various streets to the lowest responsive, responsible bidder, Barnhill Contracting Company in the amount of \$3,627,323.60. The project will consist of: Resurfacing (17) streets (approximately 3.83 miles) and milling and resurfacing (11) streets (approximately 6.25 miles). The work includes, but is not limited to, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, milling, cutting out and patching areas, placing leveling and overlay courses, thermoplastic pavement markings. Funding for this contract will be provided by the Public Infrastructure General Obligation Bond with funds appropriated as part of the FY26 budget.

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8.0A17 Accept the Governor's Highway Safety Program Grant Award and Adopt the Special Revenue Fund Project

City Council approved the authorization to accept the North Carolina Department of Transportation under the Governor's Highway Safety Program for a total of \$25,000.00 and adopt Special Revenue Fund Project Ordinance 2026-6 to appropriate the funds for personnel overtime costs for fiscal year 2025-2026. The Fayetteville Police Department will utilize the \$25,000 of grant funding to conduct high visibility enforcement on main highways and thoroughfares throughout the City. Additionally, patrols in neighborhoods and school zones will be increased to enhance enforcement of speed limits. The Fayetteville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month for this increased activity. Officers will work 4–6-hour shifts of directed traffic patrol, conducting focused enforcement.

8.0A18 Approve the Contract for the Purchase of Fire Apparatus Replacement, Adoption of Capital Project Ordinance and the Issuance of Future Installment Financing as outlined in the Capital Improvement Plan

City Council approved the adoption of Capital Project Ordinance (CPO) 2026-30, contract, and issuance of future installment financing for purchase for the purchase of two (2) fire pumpers and one (1) heavy rescue in the amount of \$3,975,522.00 from Atlantic Coast Fire Trucks, LLC. The replacement of these fire apparatus is included in the City Capital Improvement Plan and are essential to continuing to provide services to the community.

8.0A19 Adopt Resolution Calling for Public Hearing Regarding the Permanent Closing of Lowe Street

City Council adopted a resolution declaring its intent to close Lowe Street and call a public hearing on the question. The City of Fayetteville received a petition from Helen R. Sykes to permanently close Lowe Street which has never been constructed or opened. The street to be closed was dedicated on a plat dated July 11, 1960, entitled "Property of Charles Rodgers Owen & wife, Hazel Smith Owen". Permanently closing the street will not deny access to any property owners.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF LOWE STREET. RESOLUTION NO. R2025-027

8.0A20 Adopt Resolution of the City of Fayetteville City Council Authorizing the City Manager to Acquire a 1.38 Acre Parcel of Real Property Located at 1013 Person Street for the Cape Fear River Park

City Council adopted the resolution authorizing the City Manager to execute all related documents necessary to acquiring the 1.38-acre parcel of real property located at 1013 Person Street. Fayetteville-Cumberland Parks & Recreation identified the need to purchase the property for the Cape Fear River Park parking lot. The parcel was identified as part of the \$35 million bond referendum passed in 2016. The Parks and Recreation General Obligation Bond will be utilized to cover total costs of \$146,087.00 for the purchase.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO ACQUIRE 1.38 ACRES OF REAL PROPERTY LOCATED AT 1013 PERSON STREET FOR THE CAPE FEAR RIVER PARK. RESOLUTION NO. R2025-028

8.0A21 PWC – Adopt Resolution of the City of Fayetteville, North Carolina to Accept an Amended State Loan Offer under the NC Water Revolving Loan and Grant Act of 1987

City Council adopted the resolution to accept the amended state loan offer under the NC Water Revolving Loan and Grant Act of 1987. In May 2025, the North Carolina Department of Environmental Quality (DEQ) offered PWC an amendment to increase the State Loan for the Big Rockfish Sanitary Sewer Outfall Lift Station Elimination Project by \$11,695,071.00 for a total loan value of \$18,380,176.00 to the terms of twenty (20) years, zero (0) percent interest and two (2) percent closing fee.

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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO APPROVE AN AMENDED STATE LOAN OFFER UNDER THE NORTH CAROLINA WATER REVOLVING LOAN AND GRANT ACT OF 1987. RESOLUTION NO. R2025-029

8.0A22 PWC – Approve Bid Recommendation – First and Second Stage Bucket Sets for GE5001P Gas Turbine

City Council approved the bid recommendation purchase award for the First and Second Stage Bucket Sets for GE5001P Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$626,000.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A23 PWC – Approve Bid Recommendation – AFT Compressor Casing For Frame 5 Gas Turbine

City Council approved the bid recommendation purchase award for the AFT Compressor Casing for Frame 5 Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$195,500.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A24 PWC – Approve Bid Recommendation – First and Second Stage Shroud Block Sets

City Council approved the bid recommendation purchase award for the First and Second Stage Shroud Block Sets to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$93,600.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A25 PWC – Approve Bid Recommendation – 27 KV Class 1200 Amp Outdoor Circuit Breakers

City Council approved the bid recommendation purchase award for the 27 KV Class 1200 Amp Outdoor Circuit Breakers to Siemens Industry, Inc., Wendell, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$942,786.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase, instead of awarding the contract to ABB, Inc. as previously approved by Council on March 13, 2025.

8.0A26 PWC – Approve Bid Recommendation – Re-Advertisement Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank

City Council approved the bid recommendation award for Coating Repairs to the 1 MG Clinton Road Elevated Water Storage Tank to Saffo Contractors, Wilmington, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$795,500.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A27 PWC – Approve Bid Recommendation – Approve award for the Jasper to Langdon Sanitary Sewer Replacement and Realignment

City Council approved the bid recommendation purchase award for the First and Second Stage Bucket Sets for GE5001P Gas Turbine to Turbine Services LTD., Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$626,000.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A28 PWC Resolution for Carvers Falls Annexation

City Council adopted a resolution stating its intent to annex contiguous properties in lieu of filing a petition. The City of Fayetteville is the owner of the four contiguous tracts of land that have now been combined into one parcel consisting of approximately 40.54-acres located on Carver's Falls Road.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA OF ITS INTENT TO ANNEX CITY-OWNED PROPERTY WITHIN

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CUMBERLAND COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF FAYETTEVILLE. RESOLUTION NO. R2025-030

8.0B ITEMS PULLED FROM CONSENT

8.0B1 Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.

MOTION: Council Member Jensen moved to request a public hearing for the Monday, August 25, 2025, Council Meeting

SECOND: Council Member Thompson

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

9.0 STAFF REPORTS

9.01 Receive the FY 2025 Year-end Strategic Performance Report 7:47

Mr. Chris Lowery, Strategic Planning and Analytics Manager and Mr. Andrew Brayboy, Senior Corporate Performance Analyst presented this item with the aid of a PowerPoint presentation and stated as Fiscal Year (FY) 2025 has closed, staff are making strong progress towards all five of the Council's strategic priorities work was guided by the FY25 priorities. Departments have been intentional about aligning resources, building community partnerships, and delivering results. There has been clear upward trends, which is exactly what is wanted going into FY 2026. The priorities focused on Violence Reduction and mental health response, revitalization efforts emphasizing affordable housing needs, increased opportunities for youth engagement and interaction, use of city-owned property to enhance economic growth opportunities, and city branding and communication. The priorities have provided clear focus, helping to decide where to invest time, funding, and partnerships to get the greatest impact for the residents.

Mr. Brayboy provided an overview of Priority 1: Integrating a comprehensive approach to violence reduction and mental health response. The Police Department continued to collaborate with community partners for a total of 67 collaborations, a decrease of 14 percent in reported incidents of violent crime, assessed 261 individuals for mental health services, and remains consistent with 20-minute response times for the crisis intervention team.

Mr. Lowery provided an overview of Priority 2: City's commitment to revitalization efforts, emphasizing affordable housing needs and stated it continues to be one of the strongest areas of progress. Staff have completed the citizen participation process and finalized the 5-year consolidated plan and the annual action plans. It sets eight clear departmental priorities for HUD funding, all directly tied to our local needs, engaged a consultant to enhance the Choice Neighborhoods Grant Application, and a contractor has been onboarded for the Broadell historic preservation grant. Development Services has strategically used funding for removing dangerous or blighted structures.

Mr. Brayboy provided an overview of Priority 3: Parks & Recreation opportunities for youth engagement and interaction. Staff have sustained and strengthened the Orange Street School partnership, promoted diverse youth engagement and interactive programming, and pursue STEM opportunities for the youth. The junior officials training continues to focus on life skills training and athletic officiating philosophies.

Mr. Lowery provided an overview of Priority 4: Use City-owned property to enhance economic growth opportunities throughout the City and stated staff have engaged with consultants to conduct a housing market analysis and needs assessment for the redevelopment of property on Blount Street and Gillespie Street, are working with Fayetteville State University to align priorities with educational partnerships on Catalyst Site 1, continues to improve access to City property listings through online database access. Economic and Community Development oversees the larger City listed available properties and the City Attorney's Office oversees the single lot available properties.

Mr. Brayboy provided an overview of Priority 5: Articulate and define who we are as a City to tell our story in Fayetteville and beyond and stated Marketing and Communications continues to increase positive media narratives and social media engagement. There is strengthened communication by collaborating with key partners and leveraging FayTV, social

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media, and print media. Next steps will be to continue data analysis, refine approaches, and further engage stakeholders through surveys and community meetings.

Discussion ensued.

MOTION: Council Member Benavente moved to accept the FY 2025 Year-End Strategic Performance Report
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (10-0)

10.0 ADMINISTRATIVE REPORTS

Consensus of Council was to move the administrative reports to the September Work Session.

10.01 Administrative Report – Catalyst Site 1 – Six-Month Update on Memorandum of Understanding with Fayetteville State University

This item was for information only and was not presented.

10.02 Acceptance of the Downtown Municipal Service District Fourth Quarter Report from Cool Spring Downtown District, Inc.

This item was for information only and was not presented.

10.03 City Manager’s Update – City Council Agenda item Requests

This item was for information only and was not presented.

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:27 p.m.

Respectfully submitted,

<hr/>	<hr/>
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
081125	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CREATING A NEW SECTION 17-35, LOITERING PROHIBITED, UNDER CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Chapter 17, Offenses and Miscellaneous Provisions, is amended by deleting Section 17-22. Loitering for the Purpose of Engaging in Drug-Related Activity, and creating the following new Section 17-35:

Sec. 17-35. Loitering Prohibited

(a) Definitions: For purposes of this section, the following terms shall have the meanings set forth below:

1. **"Business premises"** means any commercial establishment, including but not limited to retail stores, restaurants, bars, entertainment venues, shopping centers, and professional offices.
2. **"City owned or operated parking facility"** means any parking garage or lot owned by, leased to, and/or operated by or for the city for the purpose of providing public parking.
3. **"Loiter/Loitering"** means remaining in a public place or on private property without permission for purposes that are unlawful or which unreasonably interfere with the use of such places by other persons having a right to be there.
4. **"Operator"** means every person who drives or is in actual, physical control of a vehicle.
5. **"Parking"** means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in, loading or unloading.
6. **"Private property"** means any privately owned real property, including but not limited to residential property, commercial establishments, and industrial facilities.
7. **"Public place"** means any street, sidewalk, bridge, alley, plaza, park, driveway, parking lot or transportation facility, or the doorways and entrances to any building which fronts on any of the places mentioned in this subsection (g), or any other place open to the public.

(b) General Loitering Prohibited

It shall be unlawful for any person to loiter in any public place or on private property in such a manner as to:

1. Create or cause to be created a danger of a breach of the peace;
2. Obstruct the free passage of pedestrians or vehicles;
3. Obstruct, molest, or interfere with any person lawfully in any public place; or
4. Interfere with, impede, or hinder the normal use of the entrances, exits, or parking areas of any business premises.

(c) Loitering in City Owned or Operated Parking Facilities

1. It shall be unlawful for any person to assemble with one or more other persons on a city owned or operated parking facility, except for the purpose of lawfully parking or removing a vehicle in the facility. It shall not be a violation of this section to lawfully park a vehicle in a city owned or operated parking facility and leave the facility without delay or go upon a city owned or operated parking garage or lot and without delay proceed to a lawfully parked vehicle to exit the parking facility.
2. It shall be unlawful for any person to enter upon or remain in a city owned or operated parking facility unless
 - (a) Such person is the owner, operator or passenger of a motor vehicle entering, leaving or parked in such parking facility;
 - (b) Such person is an employee of the city regularly charged with the operation, maintenance or supervision of such parking facility;
 - (c) Such person has been previously authorized by an agent or employee of the city to enter upon such parking facility; or,
 - (d) Such person is conducting legitimate business with the city and has appropriate authorization.
3. It shall be unlawful for a person to willfully fail or refuse to comply with a lawful order or direction of a police officer to leave the premises of a city owned or operated parking facility.

(d) Loitering for Drug-Related Activity

It shall be unlawful for any person to loiter in any public place or on private property in a manner and under circumstances manifesting the purpose of engaging in drug-related activity. Among the circumstances which may be considered in determining whether such purpose is manifested are:

1. Repeatedly beckoning to, stopping, or attempting to engage passersby in conversation;

2. Repeatedly stopping or attempting to stop motor vehicles;
3. Repeatedly interfering with the free passage of other persons;
4. Being a known unlawful drug user, possessor, or seller who repeatedly passes to or receives from passersby, whether on foot or in a motor vehicle, objects or packages that could reasonably be determined to be unlawful drugs;
5. Being present in an area known for unlawful drug activity and repeatedly engaging in conduct consistent with drug-related activity;
6. Behaving in such a manner as would raise a reasonable suspicion that the person is engaged in or is about to engage in unlawful drug-related activity.

(e) Loitering on School Grounds

It shall be unlawful for any person who is not a student, employee, or person having legitimate business at any public or private elementary, middle, or high school to loiter on school property during regular school hours or during any school-sponsored activity, unless the person has written permission from school administration.

(f) Loitering in Transportation Facilities

It shall be unlawful for any person to loiter in any bus stop, transportation facility, or public transit vehicle in such a manner as to interfere with the normal operations of public transportation or the comfort and convenience of other passengers.

(g) Exceptions

This ordinance shall not apply to:

1. Persons waiting for public transportation at designated stops or stations;
2. Persons exercising their constitutional right to picket, protest, or demonstrate in a lawful manner;
3. Persons conducting legitimate business activities;
4. Persons waiting for or seeking lawful transportation;
5. Persons engaged in activities protected by the First Amendment to the United States Constitution or Article I of the North Carolina Constitution;
6. Emergency responders acting in their official capacity.
7. An assembly of persons pursuant to any lawfully issued permit for a parade, demonstration or other event or congregation protected under the Constitution of the United States or of this state.

(h) Enforcement Procedures

1. Warning Required

Before any arrest or citation is issued under this ordinance, a law enforcement officer shall first order the person or persons to disperse and remove themselves from the area. No person shall be charged with violating this ordinance unless the person fails or refuses to obey such order.

2. Probable Cause Required

No person shall be charged with violating this ordinance unless the law enforcement officer has probable cause to believe that the person's conduct falls within one of the prohibited categories set forth in Sections (b), (c), (d), (e), or (f) and that such conduct is not protected by the exceptions in Section (g).

3. Documentation Required

Any citation or arrest under this ordinance shall be supported by written documentation describing the specific conduct observed and the circumstances that justify the enforcement action.

(i) Penalties

1. Civil Penalty: Any person who violates any provision of this ordinance shall be subject to a civil penalty of \$50 for the first violation and \$150 for each subsequent violation within a twelve (12) month period. Each day of continuing violation shall constitute a separate and distinct violation. Civil penalties shall be paid within thirty (30) business days after issuance of a citation. If not paid within the prescribed time period, the City may recover the penalty in a civil action in the nature of debt, or may elect to pursue criminal prosecution, or both.

2. Criminal Prosecution: In addition to or in lieu of the civil penalty, and particularly for repeat violations or willful violations, violation of this ordinance is hereby declared to be a Class 3 misdemeanor punishable by a fine not to exceed \$500 and/or imprisonment for a term not to exceed thirty (30) days, as provided by N.C.G.S. § 14-4. The court may, in its discretion, impose community service in lieu of or in addition to other fines authorized herein.

3. Enforcement authority: The City may pursue civil penalties, criminal prosecution, or both, as deemed appropriate based on the severity of the violation, history of violations by the offender, and the public interest.

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 section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective thirty (30) days after its adoption.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CREATING A NEW SECTION 17-35, LOITERING PROHIBITED, UNDER CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Chapter 17, Offenses and Miscellaneous Provisions, is amended by deleting Section 17-22. Loitering for the Purpose of Engaging in Drug-Related Activity, and creating the following new Section 17-35:

Sec. 17-35. Loitering Prohibited

(a) Definitions: For purposes of this section, the following terms shall have the meanings set forth below:

1. **"Business premises"** means any commercial establishment, including but not limited to retail stores, restaurants, bars, entertainment venues, shopping centers, and professional offices.
2. **"City owned or operated parking facility"** means any parking garage or lot owned by, leased to, and/or operated by or for the city for the purpose of providing public parking.
3. **"Loiter/Loitering"** means remaining in a public place or on private property without permission for purposes that are unlawful or which unreasonably interfere with the use of such places by other persons having a right to be there.
4. **"Operator"** means every person who drives or is in actual, physical control of a vehicle.
5. **"Parking"** means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in, loading or unloading.
6. **"Private property"** means any privately owned real property, including but not limited to residential property, commercial establishments, and industrial facilities.
7. **"Public place"** means any street, sidewalk, bridge, alley, plaza, park, driveway, parking lot or transportation facility, or the doorways and entrances to any building which fronts on any of the places mentioned in this subsection (g), or any other place open to the public.

(b) General Loitering Prohibited

It shall be unlawful for any person to loiter in any public place or on private property in such a manner as to:

- ~~1.~~ Create or cause to be created a danger of a breach of the peace;
- ~~2.1.~~ ~~Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;~~
- ~~3.2.~~ Obstruct the free passage of pedestrians or vehicles;
- ~~4.3.~~ Obstruct, molest, or interfere with any person lawfully in any public place; or
- ~~4.~~ Interfere with, impede, or hinder the normal use of the entrances, exits, or parking areas of any business premises.
- ~~5.~~

(c) Loitering in City Owned or Operated Parking Facilities

1. It shall be unlawful for any person to assemble with one or more other persons on a city owned or operated parking facility, except for the purpose of lawfully parking or removing a vehicle in the facility. It shall not be a violation of this section to lawfully park a vehicle in a city owned or operated parking facility and leave the facility without delay or go upon a city owned or operated parking garage or lot and without delay proceed to a lawfully parked vehicle to exit the parking facility.
2. It shall be unlawful for any person to enter upon or remain in a city owned or operated parking facility unless
 - (a) Such person is the owner, operator or passenger of a motor vehicle entering, leaving or parked in such parking facility;
 - (b) Such person is an employee of the city regularly charged with the operation, maintenance or supervision of such parking facility;
 - (c) Such person has been previously authorized by an agent or employee of the city to enter upon such parking facility; or,
 - (d) Such person is conducting legitimate business with the city and has appropriate authorization.
- ~~3.~~ It shall be unlawful for a person to willfully fail or refuse to comply with a lawful order or direction of a police officer to leave the premises of a city owned or operated parking facility.

~~3.~~

(d) Loitering for Drug-Related Activity

It shall be unlawful for any person to loiter in any public place or on private property in a manner and under circumstances manifesting the purpose of engaging in drug-related activity.

Among the circumstances which may be considered in determining whether such purpose is manifested are:

1. Repeatedly beckoning to, stopping, or attempting to engage passersby in conversation;
2. Repeatedly stopping or attempting to stop motor vehicles;
3. Repeatedly interfering with the free passage of other persons;
4. Being a known unlawful drug user, possessor, or seller who repeatedly passes to or receives from passersby, whether on foot or in a motor vehicle, objects or packages that could reasonably be determined to be unlawful drugs;
5. Being present in an area known for unlawful drug activity and repeatedly engaging in conduct consistent with drug-related activity;
6. Behaving in such a manner as would raise a reasonable suspicion that the person is engaged in or is about to engage in unlawful drug-related activity.

(e) Loitering on School Grounds

It shall be unlawful for any person who is not a student, employee, or person having legitimate business at any public or private elementary, middle, or high school to loiter on school property during regular school hours or during any school-sponsored activity, unless the person has written permission from school administration.

(f) Loitering in Transportation Facilities

It shall be unlawful for any person to loiter in any bus stop, transportation facility, or public transit vehicle in such a manner as to interfere with the normal operations of public transportation or the comfort and convenience of other passengers.

(g) Exceptions

This ordinance shall not apply to:

1. Persons waiting for public transportation at designated stops or stations;
2. Persons exercising their constitutional right to picket, protest, or demonstrate in a lawful manner;
3. Persons conducting legitimate business activities;
4. Persons waiting for or seeking lawful transportation;
5. Persons engaged in activities protected by the First Amendment to the United States Constitution or Article I of the North Carolina Constitution;

6. Emergency responders acting in their official capacity.
7. An assembly of persons pursuant to any lawfully issued permit for a parade, demonstration or other event or congregation protected under the Constitution of the United States or of this state.

(h) Enforcement Procedures

1. Warning Required

Before any arrest or citation is issued under this ordinance, a law enforcement officer shall first order the person or persons to disperse and remove themselves from the area. No person shall be charged with violating this ordinance unless the person fails or refuses to obey such order.

2. Probable Cause Required

No person shall be charged with violating this ordinance unless the law enforcement officer has probable cause to believe that the person's conduct falls within one of the prohibited categories set forth in Sections (b), (c), (d), (e), or (f) and that such conduct is not protected by the exceptions in Section (g).

3. Documentation Required

Any citation or arrest under this ordinance shall be supported by written documentation describing the specific conduct observed and the circumstances that justify the enforcement action.

(i) Penalties

1. ~~Classification~~

~~Violation of this ordinance shall constitute a Class 3 misdemeanor under North Carolina General Statute § 14-4.~~

~~2. Penalties~~

~~Any person found guilty of violating this ordinance shall be subject to:~~

- ~~For violations under Section (b), (d), (e), and (f): a fine not exceeding fifty dollars (\$50.00) and costs, or imprisonment not exceeding twenty (20) days, or both, as authorized by N.C.G.S. § 14-4.~~

~~For violations under Section (e) (City Parking Facilities): a maximum fine not to exceed five hundred dollars (\$500.00) pursuant to N.C.G.S. § 160A-175 and N.C.G.S. § 14-4. Civil Penalty: Any person who violates any provision of this ordinance shall be subject to a civil penalty of \$50 for the first violation and \$150 for each subsequent violation within a twelve (12) month period. Each day of continuing violation shall constitute a separate and distinct violation. Civil penalties shall be paid within thirty (30) -business days after issuance of a citation. If not paid within the prescribed time period, the City may recover the penalty in a civil action in the nature of debt, or may elect to pursue criminal prosecution, or both.~~

2. Criminal Prosecution: In addition to or in lieu of the civil penalty, and particularly for repeat violations or willful violations, violation of this ordinance is hereby declared to be a Class 3 misdemeanor punishable by a fine not to exceed \$500 and/or imprisonment for a term not to exceed thirty (30) days, as provided by N.C.G.S. § 14-4. The court may, in its discretion, impose community service in lieu of or in addition to other fines authorized herein.

3. Enforcement authority: The City may pursue civil penalties, criminal prosecution, or both, as deemed appropriate based on the severity of the violation, history of violations by the offender, and the public interest.

_____ 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 section of this ordinance may be renumbered to accomplish such intention.

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This ordinance shall become effective thirty (30) days after its adoption.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

PART II - CODE OF ORDINANCES

CHAPTER 17 - OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 17-22. Loitering for the Purpose of Engaging in Drug-Related Activity.

- a. For the purposes of this section, the term "public place" means any street, sidewalk, bridge, alley or alleyway, plaza, park, driveway, parking lot or transportation facility, or the doorways and entranceways to any building which fronts on any of those places, or a motor vehicle in or on any of those places, or any property owned by the city.
- b. For the purposes of this section, a person defined as a "known unlawful drug user, possessor, or seller" is a person who has, within the knowledge of the arresting office, been convicted in any court within this state of any violation involving the use, possession or sale of any of the substances referred to in G.S. 90-86 et seq., or has been convicted of any violation of any substantially similar laws of any political subdivision of this state or of any other state or of federal law.
- c. It shall be unlawful for a person to remain or wander about in a public place in a manner and under circumstances manifesting the purpose to engage in a violation of any subdivision of the North Carolina Controlled Substances Act, G.S. 90-86 et seq. Such circumstances shall include:
 1. Repeatedly beckoning to, stopping, or attempting to stop passersby, or repeatedly attempting to engage passersby in conversation;
 2. Repeatedly stopping or attempting to stop motor vehicles;
 3. Repeatedly interfering with the free passage of other persons;
 4. Such person is a known unlawful drug user, possessor, or seller;
 5. Such person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is engaged in an unlawful drug-related activity;
 6. Such person repeatedly passes to or receives from passersby, whether on foot or in a vehicle, money or objects;
 7. Such person takes flight upon the approach or appearance of a police officer;
 8. Such person is at a location frequented by persons who use, possess, or sell drugs; or
 9. Any vehicle involved is registered to a known unlawful drug user, possessor, or seller, or is known to be or have been involved in drug-related activities.
- d. A violation of any provision of this Article is punishable as a misdemeanor with a fine greater than \$50.00 but not more than \$500.00, pursuant to N.C.G.S. 14-4. Each day's continuing violation shall constitute a separate offense.

(Code 1961, § 21-55; Ord. No. S2023-003, § 13, 03/13/2023)

Effective on: 11/18/2013

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as “Lease”) made and entered into this the ____ day of _____, 2025, by and between the **CITY OF FAYETTEVILLE**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the “LESSOR”) and **SUBWAY REAL ESTATE, LLC, a Delaware Limited Liability Company** (hereinafter referred to as the “LESSEE”).

WITNESSETH:

- 1) **LEASED PROPERTY.** The LESSOR hereby leases to the LESSEE, subject to the terms and conditions hereinafter expressed, 2,286.03 square feet in the building located at 472 Hay Street, within the City of Fayetteville, more particularly identified as a portion of Tax PIN 0437-45-5033 (“Premises”). LESSOR and LESSEE hereby agree that any reference to this Lease shall include Exhibit “A”, which is attached hereto and incorporated herein by reference. No parking facilities are allocated to LESSEE as part of the leased property. Parking is the sole responsibility of the LESSEE.
- 2) **RENT.** In accordance with City Council Policy 155.6, the rent for the term of this Lease shall be Seventeen Thousand Six Hundred Seventy-Nine Dollars and 12/100 (\$17,679.12) paid in twelve (12) monthly payments of One Thousand Four Hundred Seventy-Three Dollars and 26/100 (\$1,473.26) payable on the 20th of each month beginning on the 20th day of September 2025. Rent will be re-evaluated every three (3) years based on the then existing City Council Policy and upon expiration of each term. As a courtesy, LESSOR may send LESSEE an invoice for the amount of the monthly rent and/or any fees that are due. No notice, invoice, or other documentation shall be required to obligate the payment of monthly rent.
 - a) **Security Deposit.** LESSOR and LESSEE hereby acknowledge that LESSOR did not collect a security deposit from the LESSEE under the terms of this agreement and shall not be liable, therefore.
 - b) **Late Payment Fee.** In the event that any payment required to be paid by LESSEE hereunder is not received within five (5) calendar days of when due, LESSEE shall pay to LESSOR, in addition to such payment or other charges due hereunder, a “late fee”

not to exceed fifteen dollars and 00/100 (\$15.00) or five percent (5%) of the monthly rent, whichever is greater. The LESSOR and LESSEE agree that such a late fee represents a fair and reasonable estimate of the cost LESSOR will incur because of such late payment.

- 3) **TERM.** The Lease shall commence on September 1, 2025, and, unless terminated earlier, shall extend three (3) years ending on August 31, 2028. The term may be renewed for five (5) additional one (1) year periods. LESSEE may exercise its right to renew for each of these terms with not less than ninety (90) days prior written notice to the LESSOR.

Termination.

- i) *Termination at End of Term.* This Lease terminates at the expiration of the term unless termination occurs prior to the end of the term by means explicated herein.
- ii) *Option to Terminate.* Either LESSOR or LESSEE may terminate this Lease by (1) giving one hundred twenty days (120) days written notice to the other, (2) forfeiting all of its rights, title, and interest in and to all sums which it shall have paid as rent hereunder, and (3) performing all of its obligations hereunder through such termination date, including the surrender of the leased property in good repair, ordinary wear and tear excepted, on or before that date.
- iii) *Duties Upon Termination.* Upon the termination of this Lease, whether by LESSOR or LESSEE and whether for breach or otherwise, LESSEE shall:
 - 1. pay all utility bills due for services to the leased property and have all such utility services discontinued;
 - 2. vacate the leased property, removing all LESSEE's personal property of whatever nature; any such property not removed shall become the property of the LESSOR;
 - 3. properly sweep and clean the leased property, including plumbing fixtures, refrigerators, stoves, and sinks, removing all rubbish, trash, garbage and refuse;
 - 4. make such repairs and perform such other acts as are necessary to return the leased property, and any appliances or fixtures furnished in connection therewith, in the same condition as when LESSEE took possession of the leased property; provided, however, LESSEE shall not be responsible for ordinary wear and tear;

5. fasten and lock all doors and windows; and
6. return to the LESSOR all keys to the leased property. If the LESSEE fails to sweep out and clean the leased property, appliances and fixtures as herein provided, LESSEE may become liable and be charged by the LESSOR for the actual costs of cleaning.

4) **LESSEE'S DUTIES AND OBLIGATIONS.**

- a) Use. LESSEE shall use the leased property exclusively as a restaurant and for no other purpose (the "Permitted Use.") LESSEE shall use and occupy the leased property for commercial purposes only. LESSEE shall not use or knowingly permit any part of the leased property to be used for any other purpose or unlawful purpose.
- b) Quiet Enjoyment. LESSEE, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the Lease term peaceably and quietly enjoy the leased property without any disturbance from the LESSOR or from any other person claiming through the LESSOR.
- c) Repairs or Alterations. No alteration and no physical or structural change and no change in the color of surfacing shall be made to the exterior or interior of the building located on the leased property without prior written approval of the LESSOR, which shall not be unreasonably withheld, nor shall any additional structure be constructed or permitted to be built upon the leased property unless the plans and exterior designs for such structure have likewise been approved in writing and any necessary permits obtained. LESSEE shall bear the entire expense of any permits, repairs, alterations, improvements, maintenance, and replacements required to be made to the leased property because of fault or neglect on the part of the LESSEE. Any repairs, alterations, improvements, maintenance, and replacements required by the terms of this paragraph shall be accomplished promptly with first-class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities. LESSEE shall obtain all certificates, permits, licenses, and other authorizations of governmental bodies and authorities which are necessary to permit the construction of the improvements on the leased property and shall keep the same in full force and effect at LESSEE's cost. Any addition, alteration, or repair approved by LESSOR shall be deemed real property if it becomes permanently affixed to the leased

property or cannot be removed without substantial injury to the leased property. Any unauthorized alteration to the structure(s) or leased property will be considered grounds for termination.

- d) Compliance with Laws. LESSEE at its sole expense shall comply with all laws, orders, and regulations of federal, state, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the LESSOR or the LESSEE with respect to the leased property. LESSEE, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions, and LESSOR, where necessary, may join with the LESSEE in applying for all such permits or licenses.
- e) Utilities and Janitorial Service. Pursuant to City Council Policy 155.6(III)(B), LESSEE shall be responsible for all utility charges including but not limited to electricity, light, and heat that may be contributable to its operations within the leased property as well as any telephone or other communication service used, rendered, or supplied upon or in connection with the leased property, and shall indemnify LESSOR against any liability or damages on such account. Janitorial service shall be the sole responsibility of LESSEE.
- f) Assignment and Subletting. LESSEE may assign this Lease or sublet the leased property to any bona-fide licensee/franchisee of Doctor's Associates Inc: Doing business as a SUBWAY sandwich shop, without the prior consent, but shall give written notice to the LESSOR 30 days prior to said assignment. Such assignment or subletting shall not alter the LESSEE's responsibility to the LESSOR under this Lease. LESSOR agrees to accept rent from the LESSEE, its assignee or sublessee.
- g) Abandonment. LESSEE shall not abandon or vacate the leased property during the Lease term. LESSEE shall be deemed to have abandoned or vacated the leased property if LESSEE removes substantially all of its possessions from the leased property. If the LESSOR determines that LESSEE has abandoned the leased property, LESSOR shall have the right to reenter and repossess the property and to dispossess LESSEE of all rights under this Lease. However, repossession shall not remove the

obligation of LESSEE to pay any outstanding rent, utility fee, or other applicable fee as a result of their abandonment.

- h) Maintenance. LESSEE shall, at its expense during the term of this Lease and any option period, maintain, in good condition, the doors, glass and interior of the leased property, including fixtures, except when such damage is caused by the negligence of the LESSOR, its agents or employees.

5) **LESSOR'S DUTIES AND OBLIGATIONS.**

- a) Possession. LESSOR shall deliver possession of the leased property to LESSEE not later than the commencement date of the Lease.
- b) Warranties. LESSOR represents that it owns the leased property in fee simple and that the property is free from encumbrances except as referred to elsewhere in this Lease. LESSOR represents that it has the full right, power, and authority to enter this Lease for the term herein granted and that the leased property may be used by the LESSEE during the entire term for the purposes herein set forth.
- c) Right of Entry. LESSOR and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the LESSOR elects to undertake made necessary by reason of the LESSEE's default under the terms of this Lease, exhibiting the leased property for sale, lease, or mortgage, financing, or posting notices of no responsibility under any mechanic's lien law.
- d) Taxes. LESSOR agrees that it will list in its name for taxation the leased property and all improvements and buildings thereon, provided however, that should LESSOR's property ever be declared non-exempt from ad valorem taxes, then and in that event, the LESSEE agrees it will pay all taxes assessed against the leased property and special assessments by the City or County during the term of this Lease, to include all personal property of the LESSEE, and the real property demised herein.
- e) Maintenance. LESSOR shall, at their own expense, maintain the exterior of the building, including the roof, walls, foundation, walks, driveways, and the structural portion of the leased property, in good condition and repair, except when damage is caused by the LESSEE. LESSOR warrants that the leased property including the

heating and air conditioning systems, plumbing, hot water heater, and electrical systems on the leased property comply with all building codes.

6) **BREACHES AND REMEDIES.**

- a) LESSEE's Default: It shall constitute a breach of this Lease if LESSEE fails to: (i) pay the full amount of rent herein owed as and when it shall become due hereunder; or (ii) perform any other promise, duty or obligation herein agreed to or imposed upon LESSEE by law and such failure shall continue for a period of five (5) days from the date the LESSOR provides LESSEE with written notice of such failure. In either of such events and as often as either of them may occur, LESSOR, in addition to all other rights and remedies provided by law, may, at its option and with notice, to LESSEE.
- b) LESSOR's Right to Possession: If LESSOR terminates this Lease for reasons stated herein, LESSOR shall be immediately entitled to possession of the leased property, and the LESSEE shall peacefully surrender possession of the leased property to LESSOR immediately upon LESSOR's demand.
- c) Summary Ejectment Fees: If a summary ejectment proceeding is instituted against LESSEE, in addition to any court costs and past-due rent that may be awarded, LESSEE shall be responsible for paying LESSOR a Fifteen and 00/100 Dollar (\$15.00) administrative fee for summary ejectment.
- d) Acceptance of Partial Rent: LESSEE acknowledges and understands that LESSOR's acceptance of partial rent will not waive LESSEE's breach of this Lease or limit LESSOR's rights to take possession of the leased property.
- e) Termination of Lease: In the event LESSOR terminates this Lease, all further rights and duties hereunder shall terminate, and LESSOR shall be entitled to collect from LESSEE all accrued but unpaid rents and any damages resulting from the LESSEE's breach, including but not limited to, damages for LESSEE's continued occupancy of the leased property following the LESSOR's termination.

7) **LESSOR'S DEFAULT; LIMITATION OF REMEDIES AND DAMAGES.** Until the LESSEE notifies the LESSOR in writing of an alleged default and affords the LESSOR 30 days from date of notice within which to cure, no default by the LESSOR in the performance of any of the promises or obligations herein agreed to by LESSOR or imposed upon LESSOR by law shall constitute a material breach of this Lease and the LESSEE shall have no right to

terminate this Lease for any such default or suspend LESSOR's performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture, or facility constitute a material breach of this Lease and the LESSEE shall have no right to terminate this Lease or to suspend LESSOR's performance hereunder. In any legal action instituted by the LESSEE against the LESSOR, the LESSEE's damages shall be limited to the difference, if any, between the rent reserved in this Lease and the reasonable rental value of the leased property, taking into account the LESSOR's breach or breaches, and in no event, except in the case of the LESSOR's willful or wanton negligence, shall the LESSEE collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to, the following items: damage or destruction of furniture or other personal property of any kind located in or about the leased property, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

- 8) **REMEDIES.** If either LESSOR or LESSEE shall fail to comply with any provision of this Lease, said party shall be in default and if said party shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this Lease, and the Lease shall be terminated immediately. If required by the non-defaulting party, the defaulting party shall remain fully liable for performing the defaulting party's remaining obligations under this Lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation.

9) **INSURANCE.**

- a) The LESSOR shall keep the building and improvements situated on the leased property insured against loss or damage by fire with all risk extended coverage endorsement in an amount sufficient to prevent the LESSOR and LESSEE from becoming a co-insurer under the terms of the applicable policies. Any and all insurance proceeds payable under any such extended coverage policy shall be payable to the LESSOR. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

- b) LESSEE, at its own expense, shall insure its own contents, including any computer equipment, any hardware or software attendant thereto, against loss by fire, theft, vandalism, or any other physical damage not due to the negligence of the LESSOR.
- c) LESSEE, at LESSEE's own expense, agrees to obtain, and keep in force during the entire term of this Lease, Commercial General Liability Insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit of coverage for the protection of LESSOR against all liabilities of any nature that may accrue against the LESSOR because of damage to the property of, injury to or death of any person, under any circumstances when that damage, injury or death is due to the actions or negligence of LESSEE, its agents, employees or invitees. Such insurance shall be issued by an insurance company licensed by the State of North Carolina and include the City of Fayetteville as an additional insured. A copy of a certification of insurance shall be provided to the LESSOR by LESSEE prior to occupying the leased property.
- d) LESSEE shall maintain a Commercial Umbrella Insurance Policy providing excess coverage in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate.
- e) If LESSEE owns or operates a motor vehicle or employs a motor vehicle to conduct business, then a business automobile policy shall be obtained at LESSEE's own expense, with a minimum of One Million and 00/100 Dollars (\$1,000,000.00) coverage per accident. A certificate of insurance showing proof of coverage shall be provided to the LESSOR.
- f) LESSEE shall provide the LESSOR with proof of worker's compensation coverage as is required by North Carolina state statute.
- g) Each of the policies and certificates listed above, except for worker's compensation insurance, shall show the LESSOR as an additional named insured and shall bear the following provision: This policy cannot be canceled, not renewed, reduced in amount, or coverage eliminated less than thirty (30) days after the insurer mails written notice to the insured and the LESSOR giving notice of such alteration, cancellation, or reduction in coverage sent by certified mail to the LESSOR at the following address:

City of Fayetteville, Finance Department, 433 Hay Street, Fayetteville, NC 28301. Such additional insured status shall be provided on a primary and non-contributory basis.

- h) The above insurance coverage and limits required of the LESSEE under this Lease are designed to meet the minimum requirements of the LESSOR. These requirements are not a recommended program of insurance. LESSEE alone is responsible for the sufficiency of its own insurance program. If LESSEE has any questions concerning its coverage, professional insurance assistance should be obtained by LESSEE.

- 10) **INDEMNIFICATION.** Except for claims arising out of acts caused by the affirmative negligence of the LESSOR or its representatives, the LESSEE shall indemnify, defend, and hold harmless the LESSOR and the leased property, at the LESSEE's expense, against all claims, expenses, and liabilities proximately caused by any act or negligence of the LESSEE or its agents, contractors, employees, invitees or licensees arising from the operation, management, or use of the leased property during the term of this Lease. Indemnification of LESSOR by LESSEE does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law.

- 11) **DESTRUCTION OF LEASED PROPERTY; CONDEMNATION.**

- a) In the event of damage or destruction to the leased property as a result of fire, or other loss not due to normal wear and tear, LESSOR shall be required to repair the leased property as expeditiously as possible, provided that the LESSOR's expenditures and repair shall not exceed the insurance proceeds payable under the LESSOR's policy; provided further, that in the event the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, as determined by a building contractor licensed to do business in the state of North Carolina, then LESSOR shall be under no obligation to repair or restore the leased property and all insurance proceeds shall be payable to the LESSOR. In the event of either a partial or total destruction, all rent shall be apportioned to the date of the loss. In the event of destruction of the leased property, LESSEE may terminate this Lease in accordance with Paragraph 3 but shall not be required to remove damaged personal property, clean, or otherwise make the property ready for occupancy.

b) In the event that the leased property is subject to acquisition under the laws of eminent domain by any public or private condemnor, and the taking is less than the entire leased property, LESSEE shall have the option to terminate this Lease provided that the portion of the leased property remaining after the taking is insufficient in size to make it feasible for LESSEE to continue its operation and use of the property for the remainder of the term of the Lease; if the taking is of the entire leased property, then in that event the Lease shall terminate. In the event of either a partial or total taking, (1) all rent shall be apportioned at the date of taking, and (2) LESSOR shall be entitled to all compensation awarded by the condemning authority either by payment, settlement, or jury award.

12) **NOTICES.** LESSOR agrees to give written notice to LESSEE within ten (10) days (or such shorter period as may otherwise be set forth in this Lease) of any failure to perform any of the terms or conditions of this Lease by LESSEE, its Sublessee, or assignee. Failure of LESSOR to give such notice will constitute a waiver of monetary and non-monetary claims against LESSEE with respect thereto. For the avoidance of doubt, if LESSOR gives notice only to LESSEE's Sublessee and not to LESSEE as required herein such notice shall be of no force or effect.

Every notice, approval, consent or other communication authorized or required by this Lease shall be effective if given in one of the following ways: (i) by email to LESSEE at SubwayRealEstate@Subway.com, (ii) in writing to either party; or (iii) in writing and sent for next business day delivery by FedEx, UPS, or other nationally-recognized courier. Notices sent via nationally-recognized courier shall be addressed to the parties at the addresses below, or at such other address as either party shall from time to time designate in writing. Notices sent for next business day delivery by nationally recognized courier shall be deemed to be effective on the next business day.

LESSEE:

(a) Subway Real Estate, LLC
Attn: Legal Department – Leasing
1 Corporate Drive, Suite 1000
Shelton, CT 06484

- (b) A necessary copy to the Premises:

Subway Restaurant
Attn: Sublessee
472 Hay Street
Fayetteville, NC 28301

LESSOR:

- (a) City of Fayetteville
Attn: City Manager
433 Hay Street
Fayetteville, NC 28301
- (b) City of Fayetteville
Attn: City Attorney
433 Hay Street
Fayetteville, NC 28301

LESSOR agrees to accept Rent at the below-referenced address:

City of Fayetteville
Attn: Collections Department
433 Hay Street
Fayetteville, NC 28301

Any change in the LESSOR or LESSEE entity (including, but not limited to, property ownership, address for notices, etc.) must be authorized in writing by the named LESSOR, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, LESSEE shall not be in default of this Lease if it continues to pay Rent to the then current LESSOR, nor shall it lose any of its rights, privileges (including, but not limited to, renewal options) as specified herein.

- 13) GOVERNING LAW, VENUE AND FORUM.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The LESSOR and LESSEE agree if litigation is brought in connection with this Lease and (1) the litigation proceeds in the Courts of the State of North Carolina, the LESSOR and LESSEE agree the appropriate venue shall be in Cumberland County (Fourteenth Judicial District); or (2) the litigation proceeds in the federal court, the LESSOR and LESSEE agree the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

- 14) **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the LESSOR and LESSEE, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.
- 15) **SEVERABILITY.** The LESSOR and LESSEE agree that if any provision of this Lease shall be held invalid for any reason, the remaining provisions shall not be affected if they continue to conform with the purposes of this Lease and the requirements of applicable law.
- 16) **BINDING.** This Lease shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of the LESSOR and LESSEE hereto. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.
- 17) **E-VERIFY.** LESSEE 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. LESSEE 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.G.S. § 64-26(a). LESSEE pledges, attests, and warrants through execution of this Lease that LESSEE complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractor, sub-lessee, or others currently employed by or subsequently hired by LESSEE [if allowed by LESSOR under Paragraph 4(f)] shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Lease.
- 18) **FORCE MAJEURE.** Neither LESSOR or LESSEE 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.

- 19) **CITY’S TERMS SUPERSEDE.** To the extent a conflict exists between the terms of this Lease and the terms and conditions in any of the attachments to the Lease, the terms of this Lease shall govern.
- 20) **SURVIVAL OF TERMS.** All warranties, covenants, and representations contained within this Lease 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 Lease. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Lease or other applicable work undertaken in furtherance of this Lease.
- 21) **DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVEST IN IRAN CERTIFICATION.** LESSEE 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 Lease. By signing this Lease, LESSEE further agrees, as an independent obligation, separate and apart from this Lease, to reimburse the City for any and all damages, costs, and attorneys’ fees incurred by the City in connection with any claim that this Lease or any part thereof is void due to LESSEE appearing on the Treasurer’s FD Lists at any time before or during the term of this Lease.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this Lease in duplicate the date first above written.

CITY OF FAYETTEVILLE, LESSOR

(Corporate Seal)

By: _____
DR. DOUGLAS J. HEWETT, ICMA-CM
City Manager

ATTEST:

JENNIFER L. AYRE, MPA, MMC
City Clerk

APPROVED AS TO FORM:

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

LISA Y. HARPER, Senior Assistant City Attorney

TIFFANY MURRAY, Chief Financial Officer

SUBWAY REAL ESTATE, LLC, LESSEE

By: _____
KRISTINE ZANIEWSKI
Duly Authorized

ATTEST:

EXHIBIT "A"
LESSOR SPECIFIC CLAUSES

1. **Use.** LESSEE's permitted use shall be defined as a restaurant for on and off premises consumption or for any other lawful purpose (the "**Permitted Use**"). LESSOR acknowledges that LESSEE's menu consists primarily of sandwiches, wraps, salads and related items and that from time to time LESSEE shall have the right to add test items to its menu. LESSOR further agrees that LESSEE shall have the right to add, delete and/or change its menu without the prior consent of LESSOR provided that LESSEE complies with all local codes and ordinances, and LESSOR represents and warrants that LESSOR has no preexisting agreements prohibiting such menu additions. In no event shall LESSEE's menu be construed as limited to sandwiches, wraps, salads, related items and test items. LESSEE shall have the right to, but shall not be required to, remain open seven (7) days per week twenty-four (24) hours per day. Notwithstanding the foregoing, LESSEE shall not be obligated to open for business, conduct business, operate under any specific trade name, operate for any period or during any specified hours or remain open for the conduct of any business in the Premises. LESSOR acknowledges that the normal operation of LESSEE's business will create certain aromas including but not limited to the aroma of baking bread. LESSOR represents that LESSEE's Permitted Use is permitted by all applicable federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants or zoning laws, and does not violate the provisions of any other lease for any portion of the Premises.
2. **Exclusive Use.** LESSOR agrees and understands that the following exclusive rights that are granted to LESSEE are a material inducement for LESSEE to enter into this Lease. LESSOR grants to LESSEE for the entire Term of this Lease, the exclusive right to operate a restaurant for on and off premises consumption of sandwiches, wraps and salads ("**LESSEE's Exclusive**").
3. **Compliance with Laws.** LESSOR represents and warrants to LESSEE that, as of the Commencement Date of this Lease, the Property shall be in compliance with all applicable federal, state and local laws, codes, ordinances, regulations, orders, or other legal requirements, including but not limited to the Americans with Disabilities Act and any other laws concerning public accommodations, access and facilities for handicapped or disabled persons and all environmental, health and safety laws (collectively, the "**Laws**"). The leased property is located within an historic building which qualifies for ADA exceptions. If it is discovered that the Premises, the Building or the Property violate any of the Laws as of Commencement Date to the extent permitted by law . During the Term of this Lease, LESSEE shall be responsible for complying with all Laws related to the manner in which

LESSEE operates its business from the Premises or related to any alterations, additions or improvements constructed by LESSEE within the Premises.

4. **Décor and Signage.** To the extent allowed by law, LESSOR hereby gives its consent to LESSEE to construct the interior and exterior of Premises in accordance with standard Subway® decor and to erect standard Subway® signs /awnings on the building. LESSEE's signs shall measure at least 36" high and extend the length of the fascia. The phrase "standard Subway® signs" shall be deemed to include existing pole signs, monument signs and awnings. Additionally, LESSEE shall have the right to use standard Subway® window advertising including but not limited to LED "open" signs and static cling(s). However, LESSEE agrees that any signage installed by LESSEE shall conform to local codes and ordinances. In the event LESSEE shall be prohibited from utilizing the Franchisor's standard décor and signage, LESSOR and LESSEE shall use best efforts to obtain a variance or applicable approvals. LESSEE shall have the right, at LESSEE's option, to terminate this Lease at any time upon thirty (30) days written notice to the LESSOR should LESSEE, its assignee or Sublessee fail to receive any approval, permit, licenses, rezoning or variance that is required for LESSEE to install or utilize Franchisor's décor and signage per the requirements described above.
5. **Condemnation.** If all or part of the Property is taken for any public or private use under any governmental law, ordinance or regulation, or by power of eminent domain, or by purchase in lieu thereof, and such taking adversely affects LESSEE's use or enjoyment of the Premises in the reasonable opinion of LESSEE, then LESSEE shall have the option to terminate this Lease by giving written notice to LESSOR within thirty (30) days after the date the condemning authority is given the right to possession (such date being the "date of taking" for purposes of this Section) and, in such event, all rights and obligations under this Lease shall cease, effective as of the date of the taking. If LESSEE does not terminate this Lease in accordance with the foregoing, then LESSOR shall proceed with diligence to make any repairs and alterations necessary to restore the Property to an architectural whole and make the Property suitable for LESSEE's use. The Rent payable under this Lease from the date of the taking through the expiration of the Lease Term shall be equitably reduced based on the degree to which LESSEE's use and enjoyment of the Property are impaired. If LESSOR fails to complete such repairs or alterations within ninety (90) days after the date of the taking, then LESSEE shall have the right, at its option, to terminate this Lease, effective upon delivering written notice of termination to LESSOR at any time prior to LESSOR's completion of such repairs and alterations, whereupon all rights and obligations under this Lease shall cease.
6. **Limitation of LESSEE Liability.** Notwithstanding any provision in this Lease to the contrary, LESSOR agrees that LESSEE's maximum aggregate liability in the event of default shall not exceed the lesser of Ten Thousand and 00/100 Dollars (\$10,000.00) or the total amount due for the remainder of the Minimum Rent for the Lease term. Furthermore, LESSOR acknowledges that it has an affirmative duty to mitigate damages and shall in no event have any right to accelerate any Rent or right to assert anticipatory breach damages or to recover the present value of the rent. LESSOR and LESSEE agree that this limitation of liability shall apply to, but not be limited to, all past due and future Rent, common area expenses (if applicable), late fees, attorney fees and court costs

7. **LIMITATION ON DAMAGES.** LESSOR ACKNOWLEDGES AND AGREES THAT: (1) LESSEES'S PRINCIPAL BUSINESS IS TO ENTER INTO LEASES IN ORDER TO SUBLET LEASED PREMISES TO FRANCHISEES OF DOCTOR'S ASSOCIATES LLC ("DAL" OR "FRANCHISOR"); (2) LESSEE HAS NO RIGHTS WITH RESPECT TO FRANCHISES FOR SUBWAY® RESTAURANTS OR TO COLLECT ANY FRANCHISE-RELATED ROYALTIES OR NON-RENT PAYMENTS FROM FRANCHISEES OF DAL; (3) THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS LEASE IS LESSEE; AND (4) LESSEE'S PARENTS AND AFFILIATES AND ALL OF LESSEE'S AND ITS PARENTS' AND AFFILIATES' SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS SHALL HAVE NO LIABILITY UNDER THIS LEASE
8. **LESSOR Consent.** If at any time under the provisions of this Lease the consent of the LESSOR is required, it shall not be unreasonably withheld, conditioned or delayed.
9. **Attorneys' Fees; Waiver of Jury Trial.** In the event of litigation between the LESSOR and the LESSEE relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs. Additionally, LESSOR and LESSEE agree that, to the extent permitted under Federal, State or local rules of civil procedure, LESSOR and LESSEE shall have the option to participate in any arbitration, deposition or mediation via telephone or video conferencing. Neither LESSOR nor LESSEE will compel the other to produce a representative to appear in person at the aforementioned proceedings in the jurisdiction where the litigation is taking place. Further, LESSOR and LESSEE irrevocably waive trial by jury in any action or proceeding brought by either party. LESSOR AND LESSEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED.
10. **Quiet Enjoyment.** LESSOR covenants that LESSEE, upon complying with the terms of this Lease, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges belonging or appertaining thereto. LESSOR agrees not to impose any restrictions or grant any easements or other rights that conflict with LESSEE's rights under this Lease. Upon request, LESSOR shall provide proof of ownership satisfactory to LESSEE.
11. **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, LESSEE shall be permitted access to the Premises to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, signage and murals. In addition, LESSEE shall be permitted, within ten (10) days after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal. Any such addition or improvement not removed within ten (10) days shall be deemed abandoned and shall, thereupon, become the property of LESSOR without compensation to LESSEE. LESSEE's trade fixtures and all of LESSEE's equipment shall not

be considered fixtures and shall remain the property of LESSEE. As such, they may be removed by LESSEE at any, subject to the foregoing paragraph. On or before the expiration or early termination of this Lease, LESSEE shall surrender to LESSOR the Premises and all of LESSEE's alterations and fixtures broom clean, in good order and condition, excepting reasonable wear and tear, casualty and condemnation. LESSEE shall have the right, but shall not be required, to remove those alterations or improvements to the Premises which are installed by LESSEE and which are trade fixtures which may be removed without material damage to the Premises and which are in the nature of furniture, movable refrigeration, movable cook equipment, storage and display cases, counter shelves and racks. All other alterations and fixtures including, without limitation, those in the nature of ventilating, air conditioning, unmovable.

12. **OFAC Compliance.** LESSOR warrants and represents that neither LESSOR, nor any member, partner, shareholder nor any owner of a direct interest in, or principal of, LESSOR: (i) is listed on any Government Lists (as defined below), (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (September 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any Patriot Act Offense (as defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term “**Patriot Act Offense**” means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (1) the criminal laws against terrorism; (2) the criminal laws against money laundering, (3) the Bank Secrecy Act, as amended, (4) the Money Laundering Control Act of 1986, as amended, or the (5) Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term “**Government Lists**” means (A) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control (“**OFAC**”), (B) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that LESSEE notified LESSOR in writing is now included in “Governmental Lists”, or (C) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America, and LESSOR shall deliver to LESSEE desirable for LESSEE to verify that the representations and warranties made in this Section are true, accurate and complete, which documentation includes information regarding the ownership of LESSOR and a list of any person or entity that directly or indirectly owns more than a twenty five percent (25%) interest in LESSOR, together with the Social Security number, FEIN number, or a copy of the passport, as applicable, for each such person or entity.
13. **Counterparts and Electronic Execution.** This Lease may be executed in counterparts, and all counterparts together shall be construed as one and the same document. Executed counterparts of this Lease with signatures sent by electronic mail (i.e., in PDF format) or

signed electronically via DocuSign may be used in the place of original signatures of this Lease. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Lease. The parties hereby waive any defenses to the enforcement of this terms of this Lease based on the form of the signature or delivery thereof and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in arbitration and judicial proceedings, of the parties' execution of this Lease.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING A COMMERCIAL LEASE AGREEMENT FOR SPACE AT 472 HAY STREET TO SUBWAY REAL ESTATE, LLC

WHEREAS, the City of Fayetteville owns property being located at 472 Hay Street; and

WHEREAS, the City of Fayetteville and Subway Real Estate, LLC have agreed upon a lease, under which Subway Real Estate, LLC will lease 2,286.03 square feet for a term of three years, beginning September 1, 2025 with the right to renew the lease for five additional one- year terms; and

WHEREAS, in consideration of leasing the space, Subway Real Estate, LLC will pay an annual rent of \$17,679.12 with increases being based on City Policy; and

WHEREAS, North Carolina General Statute §160A-272 authorizes the City to enter into leases up to ten years upon resolution of the City Council adopted at a regular meeting after ten days of public notice; and,

WHEREAS, the required notice has been published.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of the City of Fayetteville, North Carolina, the City Council declares that the City Manager is authorized to execute all necessary documents to move forward with the execution of the above-described lease at the authorization and direction of City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 25th day of August 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



408 Ingram Street



(Ceiling and ceiling joists, Roofing material, flashing, trim and fascia, Roof rafters and sheathing, wall exterior and interior)

408 Ingram Street



Aug 13, 2024 at 10:06:38 AM
Dereke D Planter Jr
Code Enforcement Supervisor



Aug 13, 2024 at 10:06:41 AM
Dereke D Planter Jr
Code Enforcement Supervisor

(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms)

408 Ingram Street



(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms)

408 Ingram Street



(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms, Adequate posts and railings, not rotted, broken or termite damaged, shall be provided.)

**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**

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

- (1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

408 Ingram Street
PIN 0438-82-5052-

LEGAL: BEGINNING at the stake on the South property line of Eugene Street at the Northeast corner of Lot No. 63 and running thence with the line of said lot South 14 degrees East 160 feet to a stake running thence North 76 degrees East 150 feet to a stake at the South corner of Lot No. 70 running thence with the line of said lot North 14 degrees West 160 feet to a stake in the South property line of Eugene Street running thence along said Street 76 degrees West 150 feet to the BEGINNING.

The owner(s) of and parties in interest in said property are:

Dante Garrison
280 Windsor Drive
Fayetteville, NC 28301

Monica Kenner
280 Windsor Drive
Fayetteville, NC 28301

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before June 15, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 25th day of August 2025.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable	150	150	30%	150	45
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage Or	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	80	24
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	10	1.5
		Code Enforcement Complaints - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	60	6
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							92.5

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the property have not made substantial improvements to the property.
	Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time frame starts the day that the hearing order is signed.
3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -



844

923

0437690703000

842

921

919

917

840

838

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125

0437690390000

0437690294000

RAMSEY ST

E ORANGE ST

TELEGRAPH CIR

RAMSEY ST

RAMSEY ST

WALL ST

832 East Orange Street



(Building or dwelling upon which there is a violation of the state building code that constitutes a life-threatening situation)

832 East Orange Street



(Roofing material, flashing and trim/fascia and Walls, Excessive loose plaster, loose boards, or other loose wall materials shall be prohibited)

832 East Orange Street



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms; roofing material, flashing and trim/fascia and walls)

832 East Orange Street



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms; roofing material, flashing and trim/fascia and walls)

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OF
FAYETTEVILLE, NORTH CAROLINA**

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Code of the City of Fayetteville, NC**

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

- (1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

832 East Orange Street
PIN 0437-59-8580-

LEGAL: BEING all of Lot 46 and a portion of Lots 45 and 47 in a subdivision known as PLEASANT VIEW PARK, a plat of which said subdivision is recorded in Book of Plats 10, Page 76, Cumberland County Registry, and being more particularly described as follows:

Beginning at a stake in the eastern margin of the right-of-way of Orange Street East, at a point South 7 degrees 48 minutes East 8.5 feet from the dividing corner between Lots 45 and 46, and running thence in an easterly direction, parallel with the dividing line between Lots 45 and 46, and 8.5 feet therefrom, North 82 degrees 12 minutes West 126.78 feet to a stake; thence North 6 degrees 58 minutes West 42 feet to a stake; thence South 82 degrees 12 minutes West 127.39 feet to a stake in the eastern margin of Orange Street East; thence South 7 degrees 48 minutes East 42 feet to the place and point of beginning. Together with improvements located thereon; said property being located at 832 East Orange Street, Fayetteville, North Carolina.

The owner(s) of and parties in interest in said property are:

Carlota Veras
604 Saint Vincent Drive
Holly Springs, NC 27540

Jose Rafael Ceballos
604 Saint Vincent Drive
Holly Springs, NC 27540

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before February 7, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 25th day of August 2025.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage Or	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	80	24
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	10	1.5
		Code Enforcement Complaints - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							75.5

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the property have not made substantial improvements to the property.
	Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time frame starts the day that the hearing order is signed.
3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -



806 Serro Drive



(walls, doors and door frames, window screens, screen doors, windowpanes, frames and sashes, roofing material, flashing, trim and fascia)

806 Serro Drive



(roofing material, walls, windows, flashing, trim and fascia, flooring rotten and worn)

806 Serro Drive



(All exterior finishes shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms)

**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**

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

- (1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

806 Serro Drive
PIN 9487-73-7374-

LEGAL: BEING all of Lot 192 "SECTION 3 PART 2, SUNSET PARK," per plat of the same duly recorded in Book of Plats 44, Page 41, Cumberland County Registry, North Carolina.

The owner(s) of and parties in interest in said property are:

Unknown Heirs of Charlie Briers
c/o Loretta Briers Williams
716 Rustland Drive
Fayetteville, NC 28301-2449

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before July 19, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 25th day of August 2025.

CITY OF FAYETTEVILLE

BY:

Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage Or	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	10	1.5
		Code Enforcement Complaints - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							66.5

Definitions

The spreadsheet shows the maximum points allowed for each factor. If there are multiple subfactors, then only **one** subfactor can be scored. The scorer is allowed to give less than the maximum points for any factor, if necessary.

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the property have not made substantial improvements to the property.
	Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time frame starts the day that the hearing order is signed.
3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -



818 Rembrandt Drive



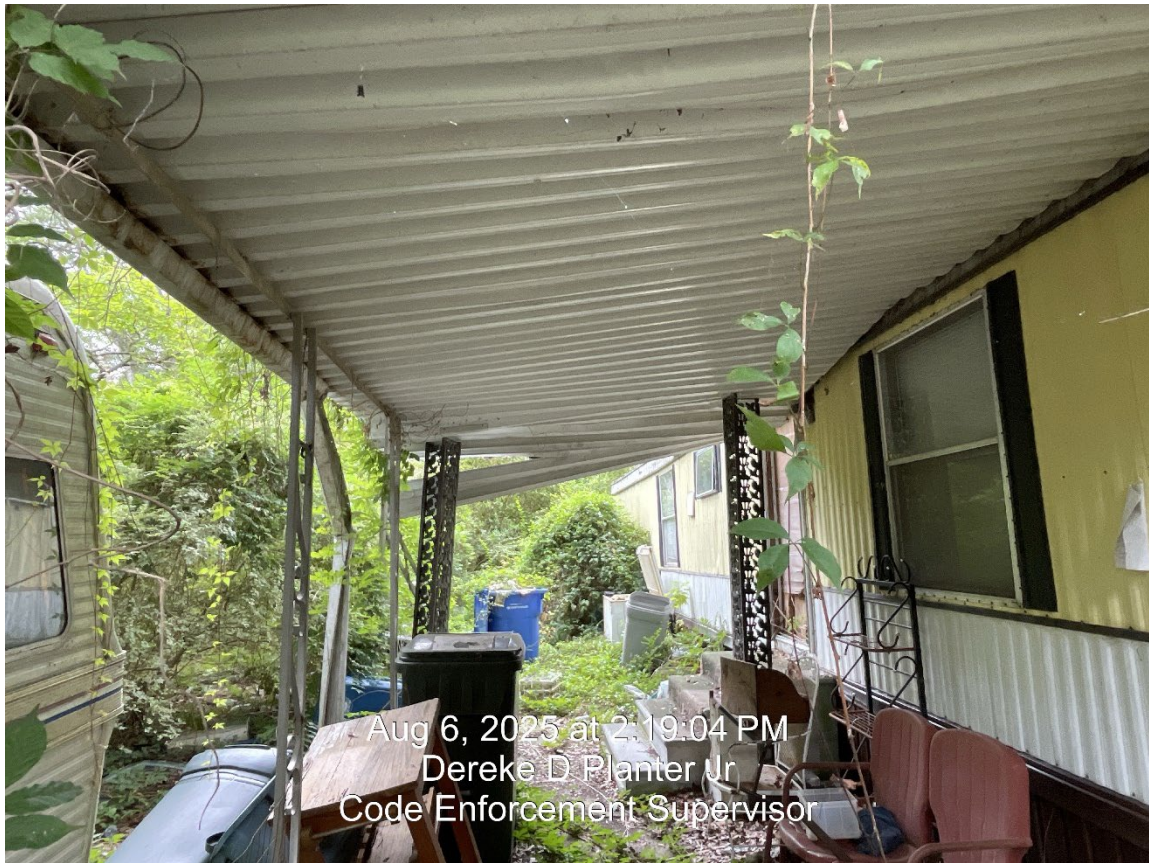
(Windows not weathertight with broken glass, Roofing material, flashing, trim and fascia, Roof rafters and sheathing)

818 Rembrandt Drive



(Adequate posts and railings, not rotted, broken or termite damaged, shall be provided,
Roof covering shall not be loose, nor have holes or leaks)

818 Rembrandt Drive



(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms)

818 Rembrandt Drive



(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms, Adequate posts and railings, not rotted, broken or termite damaged, shall be provided. Yards and courts shall be kept clean and free of physical hazards, rubbish, trash and garbage)

**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**

The City Council of Fayetteville, North Carolina, does ordain:

The City Council finds the following facts:

- (1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

818 Rembrandt Drive
PIN 9487-62-4222-

LEGAL: Being all of Lot 5 of SUNSET PARK SEC. ONE, according to a plat of the same duly recorded in the Cumberland County Registry in Book of Plats 27, Page 25.

The owner(s) of and parties in interest in said property are:

Unknown Heirs of James Calvin West
c/o James Calvin West, II
818 Rembrandt Drive
Fayetteville, NC 28314

Unknown Heirs of Earl William Adams
c/o Theresa Martin Snow
RR 1, Box 91
Linden, NC 28356

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before July 11, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

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SECTION 2

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SECTION 3

This ordinance shall be in full force and effect from and after its adoption.

Adopted this 25th day of August 2025.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
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		No Obvious Visual Structural Damage	50				
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		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	10	1.5
		Code Enforcement Complaints - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							66.5

Definitions

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	Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.
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3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -

Uninhabitable Structures Demolition Recommendation

August 25, 2025



Uninhabitable Structures Demolition Recommendation

- Staff requests that the Council approve demolition ordinances for three residential buildings deemed dangerous and one blight.





Aug 6, 2025 at 10:40:45 AM
Dereke D Planter Jr
Code Enforcement Supervisor



408 Ingram Street Council District 2

- Dangerous residential building
- Demolition matrix score 92.5
- No utilities service – June 2024
- **33 call for 911 Service available – last 24 months**
- **18 code violations – last 24 months**
- **No city assessments**
- **No outstanding taxes**
- Not enrolled in the Blight removal Program
- In QCT and Low to moderate income area





408 Ingram Street Council District 2





Aug 6, 2025 at 10:41:50 AM
Dereke D Planter Jr
Code Enforcement Supervisor



Aug 6, 2025 at 10:54:46 AM
Dereke D Planter Jr
Code Enforcement Supervisor

832 East Orange Street Council District 2

- Blight residential building
- Demolition matrix score 75.5
- No utilities service – September 2022
- **No calls reported for 911 Service – last 24 months**
- **8 code violations – last 24 months**
- **\$622.88 in city assessments**
- **\$408.62 in outstanding taxes**
- Not enrolled in the Blight removal Program
- In QCT and Low to moderate income area









806 Serro Drive Council District 7

- Dangerous commercial building
- Demolition matrix score 66.5
- No utilities service – 2017
- **No calls reported for 911 Service – last 24 months**
- **3 code violations – last 24 months**
- **\$6,750.49 in city assessments**
- **\$9,666.90 in outstanding taxes**
- Not enrolled in the Blight removal Program
- Not In Qualified Census Tract/ Low to moderate income area











-
- This aerial map displays a residential neighborhood with property boundaries outlined in orange. The highlighted property, 9487624222000, is located on Rembrandt Dr. and is enclosed in a red rectangle. Other nearby properties and their addresses are labeled, including 9487623323000, 9487623244000, 9487623126000, 9487624104000, 9487622148000, 9487624497000, 9487626479000, 9487626046000, and 9487616928000. The map also shows Rim Rd and Rembrandt Dr.









FayettevilleNC.gov

FILED
 CUMBERLAND COUNTY NC
 ANDRA S. BREWINGTON
 REGISTER OF DEEDS
 FILED May 29, 2025
 AT 12:08:11 pm
 BOOK 12247
 START PAGE 0158
 END PAGE 0159
 INSTRUMENT # 16076
 RECORDING \$26.00
 EXCISE TAX (None)
 CL

Return: City of Fayetteville / Jacqueline Haggerty

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

The City Council of Fayetteville, North Carolina, does ordain:

NS2025-015

The City Council finds the following facts:

- (1) With respect to Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC, concerning certain real property described as follows:

3121 Fort Bragg Road
 PIN 0428-11-2619-

LEGAL: BEGINNING at a stake in the Southern margin of the Old Fort Bragg Road in Fayetteville, NC, as it intersects the Eastern margin of a 50 foot unnamed Street, said point of intersection being the Northwest corner of Lot 1, Block F, of the Mrs. R.B. Evans property according to a plat thereof recorded in Plat Book 10, Page 28, Cumberland County Registry; And running thence with the Southern margin of Old Fort Bragg Road, South 56 degrees 17 minutes East 27.5 feet to a stake; And running thence with a new line parallel with the dividing line between lots numbers 1 and 2, Block F, as shown on said plat, South 33 degrees 46 minutes West 125 feet to a stake in the Southern boundary line of lot 1, Block F; And running thence with the Southern boundary line of said lot number 1, Block F, North 56 degrees 17 minutes West 27.5 feet to a stake in the Southwest corner of said lot number 1, Block F, and running thence with the Western boundary line of said lot number 1, Block F, North 33 degrees 46 minutes East 125 feet to the point of Beginning, And being 27.5 feet of the Western side of lot Number 1, Block F, of the Mrs. R.B. Evans property, as shown on a plat recorded in Plat Book 10, Page 28, Office of Register of Deeds for Cumberland County, NC.

The owner(s) of and parties in interest in said property are:

Tung Mei Chou
 5882 Waccamaw Court
 Fayetteville, NC 28314

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before April 25, 2025.

- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

The Code Enforcement Official is ordered forthwith to accomplish, with respect to said property, precisely and fully what was ordered by said Hearing Official as set forth fully above, except as modified in the following particulars:

This property is to be demolished, and all debris removed from the premises, and the cost of said removal shall be a lien against the real property as described herein.

SECTION 2

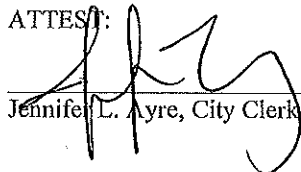
The lien as ordered herein and permitted by the North Carolina General Statutes § 160D-1203(7), shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

This ordinance shall be in full force and effect from and after its adoption.


Adopted this 27th day of May 2025.

ATTEST:


Jennifer L. Ayre, City Clerk



CITY OF FAYETTEVILLE


Mitch Colvin, Mayor

Resolution No. R2025-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
RESCINDING DEMOLITION ORDINANCE NO. NS 2025-015**

WHEREAS, on December 6, 2024, property owned by Tung Mei Chou located at 3121 Fort Bragg Road, Fayetteville, NC (PIN 0428-11-2619-), was inspected for compliance with Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City and found to be in violation; and

WHEREAS, the Housing and Code Enforcement Division Manager served an order on the property owner requiring the owner to repair or demolish the structure on or before April 25, 2025; and

WHEREAS, the property owner failed to make the necessary repairs or demolish the structure by April 25, 2025; and

WHEREAS, on May 27, 2025, the City Council adopted Ordinance No. NS2025-015 requiring the City Building Inspector to demolish the structure and have all debris removed from the premises, and the cost of said demolition shall be lien against the real property.

WHEREAS, on July 18, 2025, the structure was repaired by the property owner; and

WHEREAS, on July 18, 2025, the property was found to be in compliance with Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City and thereby the structure was not demolished pursuant to Ordinance No. NS2025-015.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fayetteville hereby authorizes that Ordinance No. NS2025-015 be rescinded.

ADOPTED this 25th day of August 2025

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk

3121 Fort Bragg Road (Before)



3121 Fort Bragg Road (After)





Rescind Demolition Ordinance

August 25, 2025

Rescind Demolition Ordinance

Address

3121 Fort Bragg Road

Condition

Dangerous

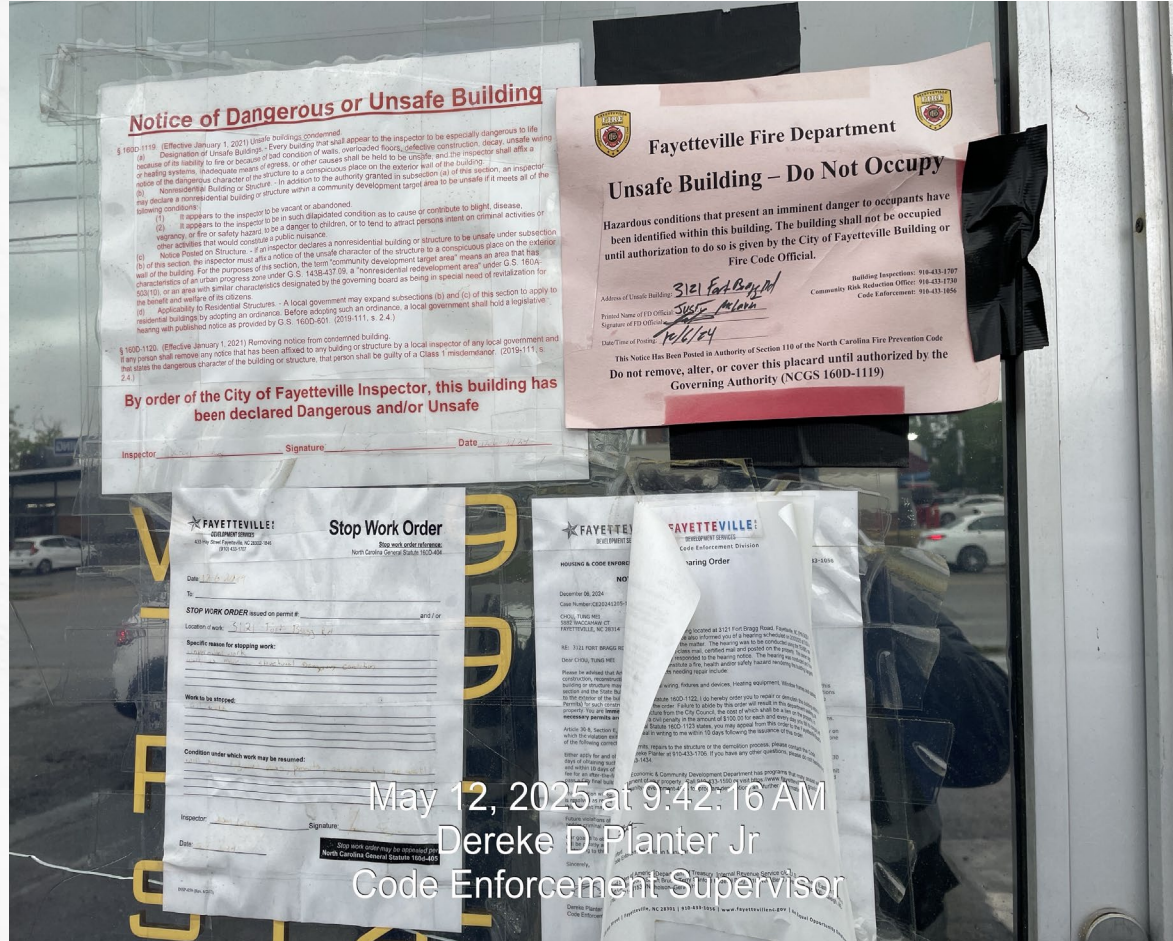
Ordinance No.

NS 2025-015

Abatement Action

Owner repaired





May 12, 2025 at 9:42:16 AM
Dereke D Planter Jr
Code Enforcement Supervisor



May 12, 2025 at 9:42:27 AM
Dereke D Planter Jr
Code Enforcement Supervisor

Before: May 12, 2025



After: August 11, 2025



FayettevilleNC.gov



INTEROFFICE MEMORANDUM

TO: BYRON REEVES, PE, CFM, DEPUTY PUBLIC SERVICES DIRECTOR - ENGINEERING
FROM: MICHAEL MONGE, ENGINEERING SPECIALIST II
SUBJECT: PEER CITY SIDEWALK REQUIREMENT COMPARISON
DATE: JULY 25, 2025

The City of Fayetteville, in accordance with Chapter 24 Article III Sec. 24-101 of the Streets and Sidewalks Ordinance states "Where any new driveway is constructed or an existing driveway reconstructed that requires a driveway permit a city standard sidewalk shall be constructed along the entire length(s) of the property served by such driveway that abut(s) a public street. This requirement is to include all developments except single or duplex family dwelling units."

City staff reached out to peer cities to inquire about their specific ordinance requirements pertaining to the installation of sidewalk for projects based on new development and redevelopment of existing sites. Below are the findings in relation to each municipality's individual requirements;

City of Greensboro:

The City of Greensboro's requirements for the installation of sidewalk are located and detailed in Article 9 of the Land Development Ordinance. In general sidewalks must be installed along public and private streets that are within or abut a subdivision or a property subject to site plan review. They are required along one side of new and existing collector streets unless determined by the Technical Review Committee that one or more of the following conditions exist which then requires sidewalk along both sides:

1. The current or projected average daily traffic volume is greater than 8,000 vehicles per day;
2. The posted speed limit is greater than 35 miles per hour;
3. The street is a strategic pedestrian route to a specified pedestrian destination within one quarter mile;
4. There are pedestrian safety, access, or circulation needs that necessitate sidewalks on both sides of the street.

Sidewalks are not required if determined by the Transportation Director to be located within an area that predominately consists of industrial uses where the pedestrian demand is expected to be low. This judgement also applies to locations that are adjacent to existing and planned greenway routes.

Additionally, the City of Greensboro has a Fee in Lieu Procedure as it relates to sidewalk installation detailed in Article 4 Section 30-4-20.5 of the Land Development Ordinance. When the proposed sidewalk is required by an ordinance of the city, and the Transportation Director determines that installation at the time of development would conflict with a city, state or federal roadway project planned or programmed to begin construction within 4 years, the developer must submit a fee in lieu of such installation. Fees submitted in lieu of required sidewalk installation must be in an amount of the entire estimated cost of concrete and concrete installation for sidewalks and wheelchair ramps, based on current prices as determined by the Transportation Director.

City of Durham:

In Durham, North Carolina, sidewalks are generally required to be constructed as part of a development's approval process, particularly during the site plan or development plan review. The requirements for installation are located and detailed in Article 12 Section 12.4 of the Unified Development Ordinance. According to the ordinance a sidewalk shall be provided along public or private right-of-way with the exception of freeways and expressways. The following exemptions to the installation of public sidewalk are detailed in Section 12.4.2D – Exemptions:

1. Sidewalk shall not be required when development submittals consist of the following:
 - a. Improvements consist only of unmanned facilities of less than 1,000 square feet;
 - b. Additional motor vehicle parking consisting of less than four spaces;
 - c. Additions of less than 1,000 square feet of building area;
 - d. Improvements that are documented to solely bring existing facilities up to current health, safety, or building code requirements;
 - e. Grading and/or utility improvements; or
 - f. Only requires review by the Planning Department.
2. Public sidewalk shall not be required when documentation is provided that sidewalk will be provided, through a scheduled and funded City or State roadway project, along the location where sidewalk would otherwise be required.
3. Sidewalk shall not be required along unimproved right-of-way that is not required to be improved as part of the development project.

The City of Durham's Development Review Board may allow for a fee to be paid in lieu of sidewalk installation under specific circumstances. The fees collected from payment-in-lieu are intended to be used to fill in sidewalk gaps within a limited geographical area or zone. The City has specific zones and prioritizes sidewalk projects that benefit the developments that contribute the funds. The rate of payment-in-lieu of constructing required sidewalk is set by the City Council. The payment-in-lieu does not remove the requirement of sidewalk for future development projects unless the proposed development meets the criteria that would determine an exemption as outlined within the ordinance.



City of Greenville:

Sidewalk construction, maintenance, and usage are governed by several city ordinances in the city of Greenville, North Carolina. Generally, sidewalks must be provided along both sides of major thoroughfare streets and boulevards, and along one side of collector, residential, and planned industrial streets. Sidewalks must be installed in conjunction with public street extensions and connect to existing sidewalks on adjacent properties. The specific location and design of sidewalks are determined by the city's Manual of Standard Designs and Details.

The Director of Engineering may expand the required width of sidewalks from the Manual of Standard Design and Details in certain locations of the city and in limited cases, reduce the required width of sidewalks to avoid obstructions while remaining in compliance with dimensional standards of the Americans with Disabilities Act. References to where sidewalk is to be installed is also located within Article E Section 9-5-123 of the city's ordinance. The construction of sidewalks required by this section shall be installed along the entire length of all property of the development abutting the public right-of-way.

If special conditions make sidewalk construction unnecessary and such conditions have been verified by the Director of Engineering, the requirement to construct sidewalk along the public right-of-way in conjunction with the construction of any new building on existing lots may be deferred. Deferment shall be granted upon written approval of the Director of Engineering. General circumstances when the Director may consider deferment of sidewalk installation are located within Section 9-4-281 of the City's ordinance and are listed below:

1. Consideration of deferment of sidewalk installation shall include, but not limited to
 - a. Pending changes to right-of-way alignments;
 - b. Pending changes to roadway drainage facilities;
 - c. Unsafe contours or protected drainage facilities adjacent to the sidewalk route;
 - d. Pending utility work or other construction scheduled in the area beyond the developer's control that could damage the sidewalk if installed.

Special conditions which make the installation of sidewalk unnecessary or undesirable shall not include personal circumstances of the developer or the lack of sidewalks on adjacent or nearby properties.

If approved for a circumstance where the sidewalk construction is being delayed, the cost of the installation and construction of the deferred sidewalk, as determined by the Director of Engineering, shall be paid by the developer to the City. The City will then construct and install the sidewalk when the circumstances for deferment no longer exist. In the event a scenario occurs where the sidewalk construction is deemed unnecessary no payment for sidewalk construction will be required by the developer.

City of Wilmington:

In Wilmington, North Carolina, sidewalks and multi-use paths must meet specific requirements for vertical and horizontal separation from the roadway. Sidewalks must be separated from the roadway with vertical separation by either a six-inch curb or a ditch/swale with a minimum depth of eighteen inches. If vertical separation isn't provided, a clear zone must be established based on the roadways Average Daily Trips. Additional standards also include a minimum width and thickness. Sidewalks are generally required for new construction and renovations that involve a certain number of residential units or other developments.

The requirements and regulations of Wilmington's sidewalk ordinance are located and detailed within Article IV – Sidewalk and Driveway Construction of the Land Development Code. No person shall construct, reconstruct or repair any sidewalk within the city without first obtaining a permit from the City Engineer. The details of construction shall comply with all applicable requirements of the City's Technical Standards and Specifications Manual as approved by the City Council.

As detailed in Division II – Required Improvements Section 18-376 sidewalk shall be required to be constructed in the following circumstances:

1. On a minimum of one side of the right-of-way of all thoroughfares that are adjacent to the property being developed;
2. On each side of the right-of-way of all thoroughfares that run through a property to be developed if the developer intends to construct any portion of the thoroughfare as access to the development;
3. On each side of the right-of-way of all local streets extending through the property to be developed.

The City's Review Board may exempt the installation of sidewalk in specific cases upon a finding that sidewalks are unnecessary for the protection of the public safety or welfare due to specific conditions unique to the site, to avoid impacting wetlands, or as part of a low impact design development plan.

Site plans shall be conditioned to include requirements that street and utility or other improvements be made and required by Article 7 – Administrative Provisions Section 23.12. The approval of the site plan may require payment-in-lieu for the dedication of property and right-of-way construction improvements to the same extent as required by this chapter. This provision shall not apply to site plans for individual detached, single-dwelling and duplex dwelling units to be constructed on previously subdivided lots.

City of Winston-Salem:

In Winston-Salem, North Carolina, sidewalks must be constructed according to the city's Subdivision Roads Minimum Construction Standards. Developments requiring Planning Board or Elected Body approval can be required to construct sidewalks along all street frontages identified in the Winston-Salem Urban Area Sidewalk and Pedestrian Facilities Plan, regardless of the size of the development.

The City of Winston-Salem's sidewalk ordinance is located and detailed within Chapter 7 Section 7.4 of the Unified Development Ordinance. In general, the ordinance states that walkways and trails shall



be designed to maximize the safety of users and the security of adjoining properties with respect to location, visibility, and landscaping. Sidewalks shall be required for all nonresidential developments and multifamily developments not subject to approval by the Planning Board or Elected Body and where located along streets identified on the adopted Winston-Salem Urban Area Sidewalk and Pedestrian Facilities Plan.

1. Sidewalks shall be required along the entire frontage of the property under the following circumstances:
 - a. New construction sites;
 - b. On existing developed zoning lots, construction of ten thousand square feet or more gross square feet in new buildings or additions of ten thousand square feet or more gross to the existing buildings.
2. The installation of sidewalk may be exempt in the following circumstances:
 - a. If the Assistant City Manager for Public Works or designee determines that sidewalk construction either within or outside of the right-of-way is impractical due to physical limitations of the site;
 - b. An interior up-fit of existing buildings that does not involve any new outside construction;
 - c. Phased development not covering the entire zoning lot shall only be required to construct sidewalks through the frontage of the site development or construction that is logical with respect to the future development as determined by the City;
 - d. Sidewalk construction shall not be required if the proposed development meets the requirements of payment-in-lieu as outlined in Section 7.4.1F – Payment In-Lieu.

The payment-in-lieu determination shall be made prior to the issuance of occupancy permits. Payment-in-lieu shall only be required in cases where a sidewalk is likely to be built within five years. For payment-in-lieu, the cost of the sidewalk construction shall be approved by the Engineering Division of the City of Winston-Salem Public Works Department and the payment for the sidewalk construction shall be made to the City prior to issuance of occupancy permits or recording of final plats whichever is applicable.

In addition to the review of the development ordinances for the five municipalities outlined in detail, staff reached out to other communities via Municipal Transportation email listserv. Staff received additional responses from Holly Springs, Salisbury, and Cary and those response are attached herein for reference.

FW: --[EXTERNAL]--Developer Sidewalk Requirements and Exemptions

From Brian . McGill <BrianMcGill@FayettevilleNC.Gov>

Date Mon 7/21/2025 1:08 PM

To Byron Reeves <ByronReeves@FayettevilleNC.gov>

Cc Michael Monge <MichaelMonge@FayettevilleNC.gov>

JFYI. More forwardings to come.



Brian McGill, PE, PTOE

Assistant Public Services Director for Traffic Services

Public Services Department

339 Alexander Street | Fayetteville, NC 28301

910-433-1170 (O)

BrianMcGill@fayettevillenc.gov

www.FayettevilleNC.gov

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From: Kendra Parrish <kendra.parrish@hollyspringsnc.gov>

Sent: Wednesday, July 9, 2025 9:41 AM

To: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>; russell.dalton@apexnc.org; serge.grebenschikov@apexnc.org; Sajid.Hassan@apexnc.org; jtweed@ashevillenc.gov; bsisley@burlingtonnc.gov; mnunn@burlingtonnc.gov; btennent@burlingtonnc.gov; rob.myers@townofcary.org; chris.little@townofcary.org; matt.farabaugh@townofcary.org; tom.reilly@townofcary.org; david.spencer@townofcary.org; adam.pilarz@townofcary.org; derrick.fuller@townofcary.org; btarlton@ci.charlotte.nc.us; nconard@ci.charlotte.nc.us; dumitrua@concordnc.gov; graham.p@concordnc.gov <grahamp@concordnc.gov>; rhenderson@townofchapelhill.org; dhorne@townofchapelhill.org; mohammad.islam@durhamnc.gov; bill.judge@durhamnc.gov; peter.nicholas@durhamnc.gov; leslie.tracey@durhamnc.gov; hyeseon.youm@durhamnc.gov; Edward.r.goff.ctr@army.mil; Chris.Spencer@greensboro-nc.gov; David.Fogleman@greensboro-nc.gov; David.Ortega@greensboro-nc.gov; Juwoon.Baek@greensboro-nc.gov; rdicesare@greenvillenc.gov; spigford@greenvillenc.gov; ckone@hickorync.gov; jbmarschall@hickorync.gov; sarah.butler@highpointnc.gov; randy.tolbert@highpointnc.gov; matt.carpenter@highpointnc.gov; george.eckart@highpointnc.gov; strott@huntersville.org; lmastrofrancesco@huntersville.org; aprinz@jacksonvillenc.gov; skutz@jacksonvillenc.gov; cweckerly@mooresvillenc.gov; dkittredge@morrisvillenc.gov; brandie.crawford@raleighnc.gov; Rebecca.Duffy@raleighnc.gov; james.sudano@raleighnc.gov; Chris.Jefferson@raleighnc.gov; jed.niffenegger@raleighnc.gov <jed.niffenegger@raleighnc.gov>; William.Shumaker@raleighnc.gov; kevin.harrell@rockymountnc.gov; Steve.Yetman@rockymountnc.gov; Ramon.Muckle@rockymountnc.gov; victoria.trexler@salisburync.gov; vtrou@salisburync.gov; dave.brent@wilmingtonnc.gov; randall.glazier@wilmingtonnc.gov; denys.vielkanowitz@wilmingtonnc.gov; Krupa.Koilada@wilmingtonnc.gov; bobbyc@cityofws.org;

jeffreygf@cityofws.org; dalem@cityofws.org; ccairns@ashevillenc.gov; jmorris@ashevillenc.gov

Subject: RE: --[EXTERNAL]--Developer Sidewalk Requirements and Exemptions

Good Morning,

We require sidewalks to be installed across the parcel frontage along with the road widening improvements.

Sometimes we may stop the sidewalk short if there is a travel lane transition or a very problematic adjacent property owner.

Also at times we negotiate with the developer if we need sidewalk extended to connect to offsite existing sidewalks.



Kendra D Parrish, PE, CFM | Executive Director

Town of Holly Springs Utilities & Infrastructure Department

P.O. Box 8 | 128 S. Main St. | Holly Springs, NC 27540

Office: (919) 557-3935 | Cell: (919) 524-0848 | www.hollyspringsnc.gov

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hollyspringsnc.gov/311

Download the app

From: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>

Sent: Wednesday, July 9, 2025 9:22 AM

To: russell.dalton@apexnc.org; serge.grebenschikov@apexnc.org; Sajid.Hassan@apexnc.org; jtweed@ashevillenc.gov; bsisley@burlingtonnc.gov; munn@burlingtonnc.gov; btennent@burlingtonnc.gov; rob.myers@townofcary.org; chris.little@townofcary.org; matt.farabaugh@townofcary.org; tom.reilly@townofcary.org; david.spencer@townofcary.org; adam.pilarz@townofcary.org; derrick.fuller@townofcary.org; btarleton@ci.charlotte.nc.us; nconard@ci.charlotte.nc.us; dumitrua@concordnc.gov; graham.p@concordnc.gov <grahamp@concordnc.gov>; rhenderson@townofchapelhill.org; dhorne@townofchapelhill.org; mohammad.islam@durhamnc.gov; bill.judge@durhamnc.gov; peter.nicholas@durhamnc.gov; leslie.tracey@durhamnc.gov; hyeseon.youm@durhamnc.gov; Edward.r.goff.ctr@army.mil; Chris.Spencer@greensboro-nc.gov; David.Fogleman@greensboro-nc.gov; David.Ortega@greensboro-nc.gov; Juwoon.Baek@greensboro-nc.gov; rdicesare@greenvillenc.gov; spigford@greenvillenc.gov; ckone@hickorync.gov; jbmarshall@hickorync.gov; sarah.butler@highpointnc.gov; randy.tolbert@highpointnc.gov; matt.carpenter@highpointnc.gov; george.eckart@highpointnc.gov; Kendra Parrish <kendra.parrish@hollyspringsnc.gov>; strott@huntersville.org; lmastrofrancesco@huntersville.org; aprinz@jacksonvillenc.gov; skutz@jacksonvillenc.gov; cweckerly@mooresvillenc.gov; dkittredge@morrisvillenc.gov; brandie.crawford@raleighnc.gov; Rebecca.Duffy@raleighnc.gov; james.sudano@raleighnc.gov; Chris.Jefferson@raleighnc.gov; jed.niffenegger@raleighnc.gov <jed.niffenegger@raleighnc.gov>; William.Shumaker@raleighnc.gov; kevin.harrell@rockymountnc.gov; Steve.Yetman@rockymountnc.gov; Ramon.Muckle@rockymountnc.gov; victoria.trexler@salisburync.gov; vtrou@salisburync.gov; dave.brent@wilmingtonnc.gov; randall.glazier@wilmingtonnc.gov; denys.vielkanowitz@wilmingtonnc.gov; Krupa.Koilada@wilmingtonnc.gov; bobbyc@cityofws.org; jeffreygf@cityofws.org; dalem@cityofws.org; ccairns@ashevillenc.gov;

jmorris@ashevillenc.gov

Subject: --[EXTERNAL]--Developer Sidewalk Requirements and Exemptions

Morning All,

We're reviewing our Code of Ordinances with respect to sidewalks and driveway's. Currently we require developers to build sidewalk along public roads for their parcel when a driveway is constructed or reconstructed which connects to said public road. This is tied to our driveway permit, and is often triggered by NCDOT's driveway permit.

Do yall have similar requirements, or any requirements for developers to build sidewalks?

Do yall have ways for developers to be exempt from building sidewalks?

Thank you,
Brian



Brian McGill, PE, PTOE

Assistant Public Services Director for Traffic Services

Public Services Department

339 Alexander Street | Fayetteville, NC 28301

910-433-1170 (O)

BrianMcGill@fayettevillenc.gov

www.FayettevilleNC.gov

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FW: [EXTERNAL]RE: [External Sender]: Developer Sidewalk Requirements and Exemptions

From Brian . McGill <BrianMcGill@FayettevilleNC.Gov>
Date Mon 7/21/2025 1:08 PM
To Byron Reeves <ByronReeves@FayettevilleNC.gov>
Cc Michael Monge <MichaelMonge@FayettevilleNC.gov>

1 attachment (799 KB)
Sidewalk Program.pdf;

JFYI. More forwardings to come.



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From: Catherine Mabe <catherine.mabe@salisburync.gov>
Sent: Wednesday, July 9, 2025 10:04 AM
To: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>
Subject: [EXTERNAL]RE: [External Sender]: Developer Sidewalk Requirements and Exemptions

Hi Brian,

I've attached a copy of our sidewalk requirements from our Ordinance. I think it addresses all your questions. Let me know if you need anything additional or more details and I'll get you in touch with one of our planners.

Thank you,

Catherine Mabe, CZO

Development Services Specialist
Department of Land & Development Services
City of Salisbury || 132 N Main St, Salisbury, North Carolina 28144
Office: (704) 638-5208 || Main: (704) 638-5207
catherine.mabe@salisburync.gov



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Due to extremely high volume of emails, calls, and zoning reviews – our response time may be delayed. We appreciate your patience and understanding. All applications and plans MUST be submitted on our online portal and are reviewed in the order in which they are received.

From: Vickie Eddleman <VTrou@salisburync.gov>
Sent: Wednesday, July 9, 2025 9:47 AM
To: Development Services <devserv@salisburync.gov>
Subject: FW: [External Sender]: Developer Sidewalk Requirements and Exemptions

Can someone from your department answer the question below? They might be willing to share their findings and what their final take is on this subject, if you ask for follow up.

Thanks!

Vickie Eddleman
Traffic Engineering Coordinator



Transportation Department

City of Salisbury || 132 N Main St, Salisbury, NC 28144

Office: (704) 638-5213 || Fax: (704) 797-4023

vtrou@salisburync.gov || www.salisburync.gov

"E-mail correspondence to and from this address may be subject to the N.C. Public Records Law "NCGS. Ch.132" and may be disclosed to third parties by an authorized state or city official."

From: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>

Sent: Wednesday, July 9, 2025 9:22 AM

To: russell.dalton@apexnc.org; serge.grebenschikov@apexnc.org; Sajid.Hassan@apexnc.org; jtweed@ashevillenc.gov; bsisley@burlingtonnc.gov; munn@burlingtonnc.gov; btennent@burlingtonnc.gov; rob.myers@townofcary.org; chris.little@townofcary.org; matt.farabaugh@townofcary.org; tom.reilly@townofcary.org; david.spencer@townofcary.org; adam.pilarz@townofcary.org; derrick.fuller@townofcary.org; btarleton@ci.charlotte.nc.us; nconard@ci.charlotte.nc.us; dumitrua@concordnc.gov; grahamp@concordnc.gov; rhenderson@townofchapelhill.org; dhorne@townofchapelhill.org; mohammad.islam@durhamnc.gov; bill.judge@durhamnc.gov; peter.nicholas@durhamnc.gov; leslie.tracey@durhamnc.gov; hyeseon.youm@durhamnc.gov; Edward.r.goff.ctr@army.mil; Chris.Spencer@greensboro-nc.gov; David.Fogleman@greensboro-nc.gov; David.Ortega@greensboro-nc.gov; Juwoon.Baek@greensboro-nc.gov; rdicesare@greenvillenc.gov; spigford@greenvillenc.gov; ckone@hickorync.gov; jbmarschall@hickorync.gov; sarah.butler@highpointnc.gov; randy.tolbert@highpointnc.gov; matt.carpenter@highpointnc.gov; george.eckart@highpointnc.gov; kendra.parrish@hollyspringsnc.us; strott@huntersville.org; lmastrofrancesco@huntersville.org; aprinz@jacksonvillenc.gov; skutz@jacksonvillenc.gov; cweckerly@moorevillenc.gov; dkittredge@morrisvillenc.gov; brandie.crawford@raleighnc.gov; Rebecca.Duffy@raleighnc.gov; james.sudano@raleighnc.gov; Chris.Jefferson@raleighnc.gov; jed.niffenegger@raleighnc.gov; William.Shumaker@raleighnc.gov; kevin.harrell@rockymountnc.gov; Steve.Yetman@rockymountnc.gov; Ramon.Muckle@rockymountnc.gov; Victoria Trexler <victoria.trexler@salisburync.gov>; Vickie Eddleman <VTrou@salisburync.gov>; dave.brent@wilmingtonnc.gov; randall.glazier@wilmingtonnc.gov; denys.vielkanowitz@wilmingtonnc.gov; Krupa.Koilada@wilmingtonnc.gov; bobbyc@cityofws.org; jeffreygf@cityofws.org; dalem@cityofws.org; ccairns@ashevillenc.gov; jmorris@ashevillenc.gov

Subject: [External Sender]: Developer Sidewalk Requirements and Exemptions

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Morning All,

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Thank you,
Brian



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4.9 Sidewalk Program

A. Applicability

1. Existing Streets:

- a. As a part of a proposed subdivision, new development, or redevelopment along an existing publicly-maintained street in the corporate city limits sidewalks shall be constructed along all applicable street frontages per the standards of this chapter.
- b. Where a sidewalk is required but existing sidewalk is already in place, any sub-standard section of existing sidewalk, or sidewalk that is damaged during construction must be replaced as determined by the approving authority.

2. New Streets: As part of new street construction, sidewalks shall be constructed along both sides of the new street per the standards of this chapter.

3. Additions to Existing Development: See Section [6.4](#)

4. Exemptions: The following development types shall be required to replace and upgrade, if necessary, any existing sidewalk damaged or removed during construction, as determined by the approving authority

- a. Rural Subdivisions.
- b. Exception plats and Minor Subdivisions.
- c. Alleyways.
- d. Single family residential, duplex, triplex, or quadruplex development on an existing lot. (Campus Style Development and Major Subdivisions are not exempt)
 1. Where there are no existing sidewalks on the same block face within 300 feet of the outside corners or the subject lots.
 2. For corner lots, where there are no existing sidewalks on opposite corner lots and no sidewalk on the same block face within 300 feet of the outside corners of the subject lots

B. Sidewalk Alternatives for Existing Streets

When the approving authority determines that the construction of a required sidewalk along an existing publicly-maintained street is infeasible due to special circumstances, including but not limited to: an impending road widening; impracticality due to topography, streams, or other environmental limitations, or if constructed it would not provide a future transportation or public safety benefit, the approving authority may approve a payment in lieu of sidewalk construction.

C. Sidewalk Payment In Lieu Program

As authorized under this section, a payment may be made to the City of Salisbury in lieu of sidewalk construction. The value of the payment shall equal the average linear foot sidewalk project cost, as determined by the Engineering & Development Services department of the City of Salisbury and calculated per time and material cost at the time of the request. The applicant is informed of the amount to be paid upon approval of construction drawings, or adoption of the ordinance for a Conditional District Overlay development, and payment shall be made prior to issuance of the Zoning Permit for Site Plans or approval of Final Plat for subdivisions.

Payments received in lieu of construction shall be placed in a restricted fund and set aside in a deferred revenue account to be used to install or repair sidewalks within the general area of the corporate city limits.

D. Sidewalk Requirements

1. Mixed use and commercial area sidewalks shall have a minimum width of 8 feet in the DMX and TND districts, unless otherwise specified by a Council-adopted area plan for all other districts. All other sidewalks shall have a minimum width of 5 feet.
2. All sidewalks shall be paved with broom-finished concrete, paving brick or concrete pavers. Similar materials may be considered on a case-by-case basis.
3. All sidewalks shall extend around the bulb of cul-de-sacs.

FW: [EXTERNAL]RE: Developer Sidewalk Requirements and Exemptions

From Brian . McGill <BrianMcGill@FayettevilleNC.Gov>
Date Mon 7/21/2025 1:08 PM
To Byron Reeves <ByronReeves@FayettevilleNC.gov>
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JFYI. More forwardings to come.



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www.FayettevilleNC.gov

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From: David Spencer <david.spencer@carync.gov>
Sent: Wednesday, July 16, 2025 1:27 PM
To: Denys Vielkanowitz <Denys.Vielkanowitz@wilmingtonnc.gov>; Brian . McGill <BrianMcGill@FayettevilleNC.Gov>; russell.dalton@apexnc.org; serge.grebenschikov@apexnc.org; Sajid.Hassan@apexnc.org; jtweed@ashevillenc.gov; bsisley@burlingtonnc.gov; mnunn@burlingtonnc.gov; btennent@burlingtonnc.gov; rob.myers@townofcary.org; Chris Little <Chris.Little@carync.gov>; Matt Farabaugh <Matt.Farabaugh@carync.gov>; Tom Reilly <Tom.Reilly@carync.gov>; Adam Pilarz <Adam.Pilarz@carync.gov>; Derrick Fuller <derrick.fuller@carync.gov>; btarlton@ci.charlotte.nc.us; nconard@ci.charlotte.nc.us; dumitrua@concordnc.gov; graham p@concordnc.gov <grahamp@concordnc.gov>; rhenderson@townofchapelhill.org; dhorne@townofchapelhill.org; mohammad.islam@durhamnc.gov; bill.judge@durhamnc.gov; peter.nicholas@durhamnc.gov; leslie.tracey@durhamnc.gov; hyeseon.youm@durhamnc.gov; Edward.r.goff.ctr@army.mil; Chris.Spencer@greensboro-nc.gov; David.Fogleman@greensboro-nc.gov; David.Ortega@greensboro-nc.gov; Juwoon.Baek@greensboro-nc.gov; rdicesare@greenvillenc.gov; spigford@greenvillenc.gov; ckone@hickorync.gov; jbmarschall@hickorync.gov; sarah.butler@highpointnc.gov; randy.tolbert@highpointnc.gov; matt.carpenter@highpointnc.gov; george.eckart@highpointnc.gov; kendra.parrish@hollyspringsnc.us; strott@huntersville.org; lmastrofrancesco@huntersville.org; aprinz@jacksonvillenc.gov; skutz@jacksonvillenc.gov; cweckerly@moorevillenc.gov; dkittredge@morrisvillenc.gov; brandie.crawford@raleighnc.gov; Rebecca.Duffy@raleighnc.gov; james.sudano@raleighnc.gov; Chris.Jefferson@raleighnc.gov; jed.niffenegger@raleighnc.gov <jed.niffenegger@raleighnc.gov>; William.Shumaker@raleighnc.gov; kevin.harrell@rockymountnc.gov; Steve.Yetman@rockymountnc.gov; Ramon.Muckle@rockymountnc.gov; victoria.trexler@salisburync.gov; vtrou@salisburync.gov; Dave Brent <Dave.Brent@wilmingtonnc.gov>; Randall Glazier <Randall.Glazier@wilmingtonnc.gov>; Krupa Koilada <Krupa.Koilada@wilmingtonnc.gov>; bobbyc@cityofws.org; jeffreygf@cityofws.org; dalem@cityofws.org; ccainns@ashevillenc.gov; jmorris@ashevillenc.gov
Subject: [EXTERNAL]RE: Developer Sidewalk Requirements and Exemptions

Sidewalk construction is required per our LDO. As is similar to Holly Springs' description, we require street improvements along development frontage for most all development types. The approved cross-sections are described in our Imagine Cary Community Plan (ICCP) and shown in our Standard Detail drawings. We classify developments in a Tier system (I, II, III) with minor developments (Tier 3) not responsible for street improvements. ROW dedication is required for those sites. This would include ROW for future sidewalk. We will also negotiate with developers to make off-site sidewalk connections to complete or extend networks. There is usually a developer's agreement with that.

We have a design modification program that developers can request relief from design specifications. One could request a modification to remove a sidewalk but that would be rare. They could also take this to our Zoning Board of Adjustment for an LDO modification but that wouldn't be a viable path if that were the only reason for attending a ZBOA quasi-judicial meeting.

Our PRCR Master Plans lays out Greenway and Multi-use paths. Any MUPs along the street frontage are often installed in conjunction with all applicable development plans.

Capital Projects of all types include the construction of sidewalks, per our ICCP.



David Spencer, PE
Transportation Engineering Manager, Transportation

✉ david.spencer@carync.gov

☎ [9194623833](tel:9194623833)

📠 [9196736698](tel:9196736698)

📍 Town Hall A/B - Academy

[316 N. Academy St., Cary, NC, 27512](https://www.carync.gov/316-N-Academy-St-Cary-NC-27512)

🌐 [carync.gov](https://www.carync.gov)



Questions or feedback? Contact [Cary 311](tel:9194623833).

Please note that email sent to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties.

📧

From: Denys Vielkanowitz <Denys.Vielkanowitz@wilmingtonnc.gov>

Sent: Wednesday, July 9, 2025 10:38 AM

To: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>; russell.dalton@apexnc.org; serge.grebenschikov@apexnc.org; Sajid.Hassan@apexnc.org; jtweed@ashevillenc.gov; bsisley@burlingtonnc.gov; munn@burlingtonnc.gov; btennent@burlingtonnc.gov; rob.myers@townofcary.org; Chris Little <Chris.Little@carync.gov>; Matt Farabaugh <Matt.Farabaugh@carync.gov>; Tom Reilly <Tom.Reilly@carync.gov>; David Spencer <david.spencer@carync.gov>; Adam Pilarz <Adam.Pilarz@carync.gov>; Derrick Fuller <derrick.fuller@carync.gov>; btarleton@ci.charlotte.nc.us; nconard@ci.charlotte.nc.us; dumitrua@concordnc.gov; graham.p@concordnc.gov <graham.p@concordnc.gov>; rhenderson@townofchapelhill.org; dhorne@townofchapelhill.org; mohammad.islam@durhamnc.gov; bill.judge@durhamnc.gov; peter.nicholas@durhamnc.gov; leslie.tracey@durhamnc.gov; hyeseon.youm@durhamnc.gov; Edward.r.goff.ctr@army.mil; Chris.Spencer@greensboro-nc.gov; David.Fogleman@greensboro-nc.gov; David.Ortega@greensboro-nc.gov; Juwoon.Baek@greensboro-nc.gov; rdicesare@greenvillenc.gov; spigford@greenvillenc.gov; ckone@hickorync.gov; jbmarshall@hickorync.gov; sarah.butler@highpointnc.gov; randy.tolbert@highpointnc.gov; matt.carpenter@highpointnc.gov; george.eckart@highpointnc.gov; kendra.parrish@hollyspringsnc.us; strott@huntersville.org; lmastrofrancesco@huntersville.org; aprinz@jacksonvillenc.gov; skutz@jacksonvillenc.gov; cweckerly@moorevillenc.gov; dkittredge@morrisvillenc.gov; brandie.crawford@raleighnc.gov; Rebecca.Duffy@raleighnc.gov; james.sudano@raleighnc.gov; Chris.Jefferson@raleighnc.gov; jed.niffenegger@raleighnc.gov <[nc.gov](https://www.nc.gov)> <jed.niffenegger@raleighnc.gov>; William.Shumaker@raleighnc.gov; kevin.harrell@rockymountnc.gov; Steve.Yetman@rockymountnc.gov; Ramon.Muckle@rockymountnc.gov; victoria.trexler@salisburync.gov; vtrou@salisburync.gov; Dave Brent <Dave.Brent@wilmingtonnc.gov>; Randall Glazier <Randall.Glazier@wilmingtonnc.gov>; Krupa Koilada <Krupa.Koilada@wilmingtonnc.gov>; bobbyc@cityofws.org; jeffreygf@cityofws.org; dalem@cityofws.org; ccairns@ashevillenc.gov; jmorris@ashevillenc.gov

Subject: RE: Developer Sidewalk Requirements and Exemptions

Courtesy of City of Wilmington Planning Dept:

https://library.municode.com/nc/wilmington/codes/land_development_code?nodeId=Article%205%20-%20Site%20Development%20Requirements

ARTICLE 5. DIVISION 3.

CHANGES IN USE

Section 18-359: Changes in use

Changes from one use designation or occupancy type to a different allowable use or occupancy within a zoning district or uses proposed for sites that have been vacant for more than 180 days shall require site improvements per Table 18-326: Required landscaping for expansions.

A. Changes in use with no expansion

Change from one nonresidential use to another nonresidential use that does not include a building or structure expansion or more than five additional parking spaces above what is already provided shall require:

1. Installation or repair of sidewalk, including associated curb ramps compliant with the Americans with Disabilities Act (ADA), along all adjacent streets and pedestrian connections to all entrances;
2. Screening of existing and expanded parking with a low buffer at least three feet in height; and
3. Closure or modification of any nonconforming driveways.

https://library.municode.com/nc/wilmington/codes/land_development_code?nodeId=Article%206%20-%20Subdivision%20Regulations

ride facilities, and other transit facilities (see Figure 18-494.1: Continuous internal pedestrian walkway).

C. Sidewalk, crosswalks, and multiuse path required locations

1. Sidewalks, crosswalks, and multiuse paths shall be constructed by the developer in accordance with the facility type identified in the city's adopted plans as follows (see figures 18-494.2: Sidewalks location and 18-495.3: Sidewalks on cul-de-sacs):
 - a. On a minimum of one side of the right-of-way of all thoroughfares such as freeways, expressways, arterials, collector streets, or local streets that are adjacent to the property to be developed;
 - b. On both side of the right-of-way of all thoroughfares that run through property to be developed if the developer intends to construct any portion of the thoroughfare as access to the proposed development;
 - c. On both side of the right-of-way of all local or collector streets, extending through the property to be developed;
 - d. On one side of a minor street when lots are proposed for only one side of the street; and
 - e. On both sides of the right-of-way for a cul-de-sac or other turnaround per the *Technical Standards and Specifications Manual*, except when lots are proposed for only one side of the street. In that case, the sidewalk shall be located on the lot side of the cul-de-sac.
2. The technical review committee may exempt sidewalk installation in specific cases to avoid impacting wetlands as documented by the regulatory authority over the wetland.

D. Mid-block pedestrian connection

B. Changes in use with expansion

In addition to the requirements for changes in use with no expansion, changes from one nonresidential use to another nonresidential use that include a building or structure expansion greater than five percent in area, or more than five additional parking spaces shall require:

1. Compliance with the requirements of Table 18-326: Required landscaping for expansions; and
2. Bicycle parking as required based on the square footage of the building expansion or at a 1:5 ratio for new parking spaces (whichever is greater).

C. Changes from residential to nonresidential use

In addition to the requirements of subsections A. and B., any change from a residential use to a nonresidential use shall require:

1. Bicycle parking based on the square footage of the entire building; and
2. Full compliance with divisions 1 and 6 of this article.

Sections 18-360 - 18-370: Reserved.

Section 18-494

Figure 18-494.2: Sidewalks location

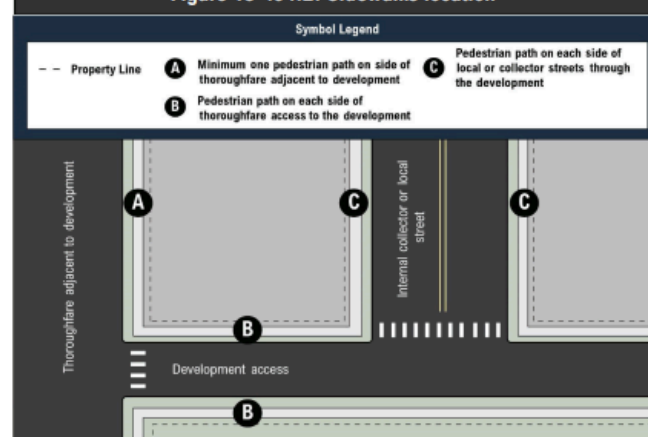
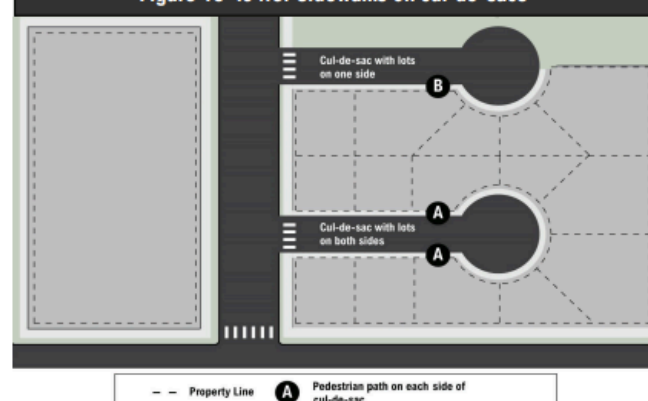


Figure 18-494.3: Sidewalks on cul-de-sacs



City Traffic Engineer
City of Wilmington
910-341-4676 (w)
www.wilmingtonnc.gov

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P.O. Box 1810	206 Operations Center Dr
Wilmington, NC 28402	Wilmington, NC 28412

From: Brian . McGill <BrianMcGill@FayettevilleNC.Gov>

Sent: Wednesday, July 9, 2025 9:22 AM

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Subject: Developer Sidewalk Requirements and Exemptions

Morning All,

We're reviewing our Code of Ordinances with respect to sidewalks and driveway's. Currently we require developers to build sidewalk along public roads for their parcel when a driveway is constructed or reconstructed which connects to said public road. This is tied to our driveway permit, and is often triggered by NCDOT's driveway permit.

Do yall have similar requirements, or any requirements for developers to build sidewalks?

Do yall have ways for developers to be exempt from building sidewalks?

Thank you,
Brian



Brian McGill, PE, PTOE

Assistant Public Services Director for Traffic Services

Public Services Department
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910-433-1170 (O)
BrianMcGill@fayettevillenc.gov
www.FayettevilleNC.gov

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Chapter 1 - General Provisions

Sec. 1-2. Definitions and Rules of Construction.

In the construction of this Code, and of all ordinances, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the council:

Sidewalk. The word "sidewalk" shall mean any portion of a street between the curb line and the adjacent property line intended for the use of pedestrians.

Chapter 24 - Streets and Sidewalks

Sec. 24-14. Specifications for Construction of Sidewalks.

It shall be unlawful to lay or construct any sidewalk on any street or public highway in the city unless and until specifications therefor, including level and grade, shall have been issued by the city engineer, which specifications shall be in accordance with a comprehensive plan designed to secure uniformity of sidewalks in the municipality.

Sec. 24-19. Sidewalks To Be Kept in Repair; Removal of Grass, Weeds, Etc.

It shall be the duty of every person owning or occupying property abutting upon any street to keep the sidewalks adjoining such property, whether paved or not, in good repair so as to afford easy and safe passage to pedestrians using the sidewalk, and keep the sidewalk clear and free of grass, weeds and other rank growth.

Sec. 24-101. Permit to Construct Required.

- a. No person shall construct a driveway across any public sidewalk, walkway, parkway or into any street, or cut any curb for such purpose, without having first applied for and obtained a driveway permit from the city traffic engineer, which application shall show, among other things, the location, grade, dimensions, and the construction or reconstruction in those areas designated in the city's adopted sidewalk plan of the curbs and the purpose for which the driveway is desired. If the application complies with provisions of this section, the permit shall be issued.
- b. Where any new driveway is constructed or an existing driveway reconstructed that requires a driveway permit, a city standard sidewalk shall be constructed along the entire length(s) of the property served by such driveway that abut(s) a public street. This requirement is to include all developments except single or duplex family dwelling units.

30-5.F. Community Form Standards

30-5.F.2. Applicability

- a. Unless exempted in accordance with Section 30-5.F.3, Exemptions, or except where otherwise expressly stated, the standards in this section apply to all development on lots in the City, as well as to all street right-of-way.
- b. Compliance with these standards, to the maximum extent practicable, shall also apply to redevelopment of an existing structure, building, or use when it is expanded, enlarged, or otherwise increased in intensity in an amount equivalent to or beyond 50 percent.
- c. In the event of conflict or overlap with the standards in this section and the standards in Article 30-6: Subdivisions, the standards in Article 30-6 shall control.

30-5.F.9. Sidewalks

a. Location

Sidewalks shall be required on both sides of all streets, except:

1. On lots or sites engaged in active agricultural uses in the AR district (in these instances, no sidewalks are required);
2. In residential subdivisions where the average lot size is greater than 35,000 square feet in area (in these instances, sidewalks are required on one side of the street);
3. Along alleys;
4. On frontages adjacent to NCDOT full control access roadways; and
5. When an in-lieu fee consistent with the City's fee schedule is determined to be appropriate by the City.

b. Configuration

1. Except within the DT-1 district, sidewalks shall be at least five feet wide, and may be required to match the width of a connecting sidewalk that exceeds five feet in width;
2. Sidewalks in the DT-1 district shall be at least eight feet wide, or wider depending upon sidewalk widths on adjacent properties or as established in an adopted plan or streetscape design for that area;
3. Sidewalks shall be constructed of concrete, brick, textured pavers or a combination of these materials, consistent with an approved Site Plan, or with the established sidewalk patterns in the general area of the development;

4. Except where brick or pavers are used, all public sidewalks shall maintain a brushed concrete finish for safety;
5. Sidewalks shall be raised above the adjacent street level;
6. Pedestrian street crossings at all intersections may be raised above the adjacent street level as a traffic-calming measure. Mid-block pedestrian crossings shall be raised above the pavement, and shall be a different material, or be striped for safety;
7. Sidewalks shall connect with existing or planned sidewalks at property boundaries;
8. New nonresidential, mixed-use, and multi-family development shall provide at least one on-site improved connection between the development and the adjacent public sidewalk system (planned or existing); and
9. Multi-family development shall provide sidewalks as required by applicable State and Federal law.

c. Payment-In-Lieu

In accordance with procedures and appeals specified in Article 30-6.A.3.e, *Payment In Lieu of Sidewalks*, an applicant or developer may request the ability to provide payment-in-lieu for all or a portion of the required sidewalks when the following situations exist. The City Manager may approve or disapprove the request and may require a comparable amount of on-site pedestrian or multi-purpose facilities elsewhere on site instead of approving an in-lieu payment. Fees received in accordance with this subsection shall be used only for the development of new sidewalks and multi-use paths.

1. The street is designated as a state highway or route subject to widening or improvement in the foreseeable future;
2. The street is planned for improvement in accordance with the City's transportation plan(s);
3. Alternative on-site pedestrian facilities, such as trails, greenway, or multiuse paths, are adequate; or
4. The right-of-way, developing lot, or lot abutting a proposed sidewalk is not suitable for sidewalks due to floodplains, wetlands, riparian buffers, required tree canopy retention areas, slopes exceeding 25 percent, or other unique site conditions.

30-6.A. Subdivision Standards

30-6.A.3. Required Public Improvements

e. Sidewalks

1. General Standards

- a. Sidewalks shall be installed within in any subdivision located in the City's planning jurisdiction, and shall be constructed of concrete or other approved surface in accordance with the standards for sidewalks in Section 30-5.F.9, Sidewalks. All sidewalks shall be installed in accordance with the City's specification manual, this Ordinance, and good engineering practice.
- b. When paved sidewalks are installed adjacent to parking areas, the sidewalks shall accommodate a vehicular bumper overhang and continue to be functional. All sidewalk construction shall conform with standards specified by the City in order to meet the American Disabilities Act (ADA) standards.
- c. Sidewalks outside the Downtown 1 (DT-1) district shall be at least five feet in width. Sidewalks within the DT district shall be at least eight feet in width, or wider depending upon sidewalk widths on adjacent lands.
- d. The developer shall be responsible for the entire cost of sidewalks within the development. Payment in-lieu of sidewalk construction may be considered by the City Manager in accordance with Section 30-6.A.3, Payment in-lieu of Sidewalks.

2. Payment In-Lieu of Sidewalks

a. General

The payment of fees, in-lieu of installing a required public sidewalk, may occur at the request of the developer with approval of the City Manager, upon finding that one or more of the conditions listed in 30-5.F.9(c) exist and agreement that there are no on-site alternatives.

b. Procedure for Approval

1. The payment of such fees in-lieu shall be reviewed and approved as part of the Site Plan (Section 30-2.C.5) or Final Plat (Section 30-2.C.6.e), as appropriate. Any applicant proposing to make such payment shall attach a letter to the City Manager requesting the payment of fees in-lieu of installing the sidewalk. Upon receipt of the application, the City Manager shall review the request.

2. Appeals of the decision of the City Manager or the Technical Review Committee on the provision of sidewalks shall be decided by the City Council in accordance with Section 30-2.C.18, Appeal.

c. *Time of Payment*

The fees in-lieu of sidewalks shall be paid prior to recording the Final Plat, and if no Final Plat is required, prior to the issuance of a Building Permit (see Section [@@9372]).

d. *Amount of Payment*

Where the payment of fees to the City is to be made in-lieu of installing a sidewalk as permitted by this subsection, the City Manager shall verify the cost estimate for installing the sidewalk in accordance with the adopted fee schedule, as amended.

e. *Disagreements as to Amount*

In the case of disagreement between the City and the applicant regarding the cost for installing the sidewalk, the City Council shall make the final determination of the acceptable in-lieu fee.

f. *Use of Funds*

Fees received in accordance with this subsection shall be used only for the development of new sidewalks and multi-use paths.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
AMENDING SECTION 24-101, PERMIT TO CONSTRUCT REQUIRED, OF CHAPTER
24 STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF
FAYETTEVILLE, NORTH CAROLINA**

BE IT ORDAINED, by the City Council of the City of Fayetteville, North Carolina, that:

Section 1. Subsection 24-101, is amended by deleting the same in its entirety and substituting the following:

- a. No person shall construct a driveway across any public sidewalk, walkway, parkway or into any street, or cut any curb for such purpose, without having first applied for and obtained a driveway permit from the city traffic engineer, which application shall show, among other things, the location, grade, dimensions, and the construction or reconstruction in those areas designated in the city's adopted sidewalk plan of the curbs and the purpose for which the driveway is desired. If the application complies with provisions of this section, the permit shall be issued.
- b. Where any new driveway is constructed or an existing driveway reconstructed that requires a driveway permit, a city standard sidewalk shall be constructed along the entire length(s) of the property served by such driveway that abut(s) a public street.

This requirement is to include all developments except;

1. single or duplex family dwelling units;
2. interior building up-fits or change of use of an existing building that does not involve construction or modifications to existing driveways; and
3. the removal of an existing driveway and/or curb cut.

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 or Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER AYRE, City Clerk

Resurfacing Various Street Powell Bill FY 26
7/30/2025

Item No.	Item Description	Unit	Estimated Quantity	Highland Paving Co., LLC		Barnhill Contracting Company	
				Unit Price	Extended Amount	Unit Price	Extended Amount
A-01	Mobilization	LS	1	230,000.00	230,000.00	195,000.00	195,000.00
A-02	Traffic Control	LS	1	329,995.00	329,995.00	81,000.00	81,000.00
A-03	Remove and Dispose Existing Curb & Gutter	LF	460	53.00	24,380.00	53.00	24,380.00
A-04	Remove and Dispose Existing Asphalt Pavement	SY	17,471	1.25	21,838.75	1.25	21,838.75
A-05	Unclassified Excavation	CY	1,500	1.00	1,500.00	1.00	1,500.00
A-06	Undercut Excavation	CY	50	12.00	600.00	15.00	750.00
A-07	Select Borrow	CY	50	15.00	750.00	15.00	750.00
A-08	Replace Curb & Gutter	LF	460	53.00	24,380.00	53.00	24,380.00
A-09	Adjust Existing Manholes	EA	338	570.00	192,660.00	580.00	196,040.00
A-10	Adjust Existing Watervaves	EA	258	570.00	147,060.00	580.00	149,640.00
A-11	Adjustment Rings	EA	5	500.00	2,500.00	250.00	1,250.00
A-12	Profile by Milling (0"-2" Depth)	SY	62,766	2.20	138,085.20	3.00	188,298.00
A-13	Edge Milling (0"-2" Depth)	SY	25,811	2.50	64,527.50	2.95	76,142.45
A-14	Incidental Milling	SY	500	13.00	6,500.00	16.00	8,000.00
A-15	Bituminous Concrete Base Course (Type 25.0 B)	TN	50	170.00	8,500.00	170.00	8,500.00
A-16	Bituminous Concrete Binder Course (Type I 19.0)	TN	5,100	150.00	765,000.00	142.00	724,200.00
A-17	Bituminous Asphalt Concrete Srfc. Course (Type S 9.5 B)	TN	9,633	65.00	626,145.00	78.25	753,782.25
A-18	Bituminous Asphalt concrete Levling Course (Type S 9.5 B)	TN	5,166	67.00	346,122.00	78.25	404,239.50
A-19	Asphalt Binder for Plant Mix PG 64-22	TN	1,396	544.00	759,424.00	596.00	832,016.00
A-20	Crack Sealing (Asphalt)	TN	25	150.00	3,750.00	170.00	4,250.00
A-21	Incidental Stone	TN	17	70.00	1,190.00	75.00	1,275.00
A-22	Shoulder Reconstruction	SY	1,500	12.00	18,000.00	10.00	15,000.00
A-23	Remove & Replace Recast Manhole Slab	EA	2	3,395.00	6,790.00	6,300.00	12,600.00
A-24	Retrofit Existing Handicap Ramps	SY	7	1,600.00	11,200.00	1,600.00	11,200.00
A-25	ADA Handicap Ramps	SY	5	3,150.00	15,750.00	3,150.00	15,750.00
B-01	(4"), White, 120 mils (Edgeline)	LF	59,758	1.30	77,685.40	1.30	77,685.40
B-02	(4") Yellow, 120 mils (Centerline)	LF	16,306	1.30	21,197.80	1.30	21,197.80
B-03	(24") White, 120 mils (Stop Bar Line)	LF	873	17.00	14,841.00	17.00	14,841.00
B-04	Symbols, White, 120 mils (Left Turn Arrow)	EA	4	225.00	900.00	225.00	900.00
B-05	Symbols, White, 120 mils (Right Turn Arrow)	EA	3	225.00	675.00	225.00	675.00
B-06	Symbols, White, 120 mils (Combination Right or Left Turn and Straight Arrow)	EA	1	450.00	450.00	450.00	450.00
B-07	Raised Reflective Pavement Markers, Non-Snow Plowable (Yellow & Yellow)	EA	402	9.00	3,618.00	9.00	3,618.00
B-08	Raised Reflective Pavement Markers, Non-Snow Plowable (Crystal & Red)	EA	13	9.00	117.00	9.00	117.00
B-09	15 mils, Temporary Paint	LF	2,000	0.40	800.00	0.40	800.00
C-01	Inductive Loop Sawcut	LF	720	12.00	8,640.00	12.00	8,640.00
C-02	Junction Box	EA	2	500.00	1,000.00	500.00	1,000.00
Annex 26 Streets							
D-01	Mobilization	LS	1	16,600.00	16,600.00	42,500.00	42,500.00
D-02	Traffic Control	LS	1	25,000.00	25,000.00	22,000.00	22,000.00
D-03	Adjust Existing Manholes	EA	113	570.00	64,410.00	580.00	65,540.00
D-04	Adjust Existing Watervaves	EA	19	570.00	10,830.00	580.00	11,020.00
D-05	Bituminous Asphalt Concrete Srfc. Course (Type S 9.5 B)	TN	5,990	65.00	389,350.00	78.25	468,717.50
D-06	Asphalt Binder for Plant Mix PG 64-22	TN	407	544.00	221,408.00	596.00	242,572.00
Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item) in Figures: (I.E. 1,727,850.00)				\$ 4,604,169.65		\$ 4,734,055.65	