



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, December 8, 2025

6:30 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 PUBLIC FORUM

8.0A CONSENT AGENDA

8.0A1 [25-5051](#)

Approve Meeting Minutes:
November 13, 2025 - Special
November 24, 2025 - Discussion of Agenda Items
November 24, 2025 - Regular
December 1, 2025 - Inauguration

Recommendation: Approve the draft minutes.

8.0A2 [25-4997](#)

Accept Certification of Results from the Cumberland County Board of Elections for the November 4, 2025 Municipal Election for Mayor and City Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9

Recommendation: Staff recommends Council move to accept the Certification of Results from the Cumberland County Board of Elections as presented.

8.0A3 [25-5042](#)

Approve City Council Policies Review Committee Recommendation

8.0A4[25-5052](#)

Approve P25-51: A request to conditionally rezone 5 parcels on Hillsboro Street (0437488315000, 0437488518000, 0437488512000, 0437488423000, 0437488219000), consisting of 1.58 acres and owned by Fayetteville Area Operation Inasmuch, from Mixed Residential 5 (MR-5) to Mixed Residential Conditional Zoning (MR-5/CZ).

Recommendation:

The Zoning Commission and Professional Planning Staff recommend that the City Council APPROVE the proposed map amendment from Mixed Residential 5 to Mixed Residential 5 - Conditional Zoning (MR-5/CZ), based on the following findings:

* Policy Consistency: The proposed conditional rezoning is consistent with the City's adopted 2040 Future Land Use Plan (FLUP), which designates the area for Neighborhood Improvement. The MR-5 district, and proposed conditions, aligns with land use policies that promote context-sensitive infill, housing variety, and long-term neighborhood stability. The rezoning advances Strategic, Compatible Growth goals identified in policies LU-1, LU-4, LU-6, and LU-7.

* Contextual Appropriateness: The proposed rezoning is contextually appropriate because it complements the surrounding residential character and land uses along Hillsboro Street. The project continues the pattern of mixed residential and supportive housing in the area, using vacant lots for compatible infill development. The minor reductions in setback and parking allow for efficient site design without disrupting neighborhood scale or character, while the conditional zoning ensures consistency with city planning goals and community context.

* Public Interest: The rezoning serves the public interest by providing much-needed housing for veterans, supporting neighborhood reinvestment, and utilizing existing infrastructure efficiently. It advances the City's 2040 Comprehensive Plan goals for neighborhood improvement, housing diversity, and social equity, while ensuring long-term stability through continued ownership by Operation Inasmuch.

8.0A5[25-5053](#)

Approve P25-52: A request to conditionally rezone a portion of 730 Filter Plant Drive (0428906947000), consisting of 13.2 acres and owned by City of Fayetteville, from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ).

Recommendation:

The Zoning Commission and Professional Planning Staff recommends that the City Council move to approve the proposed map amendment from Limited Commercial (LC) to Light Industrial - Conditional Zoning (LI/CZ) based on the following findings:

*** Policy Consistency:**

The proposed conditional rezoning is consistent with the City's adopted 2040 Future Land Use Plan (FLUP), which identifies the area for Office & Institutional and Commercial Strip Redevelopment. The Light Industrial district-when paired with the offered conditions-supports the intent of these designations by reinforcing the continued use of public utility infrastructure within an established service area. The request also advances the City's Strategic and Compatible Growth objectives (LU-1) by ensuring that essential municipal operations remain functionally integrated into the broader urban framework.

*** Contextual Appropriateness:**

The rezoning is contextually appropriate and compatible with surrounding land uses. It primarily serves to bring an existing, long-standing municipal facility into conformity with current zoning regulations, without introducing adverse impacts to nearby residential or commercial properties. The proposed conditions ensure that site operations remain well-buffered, environmentally compliant, and visually consistent with the surrounding area.

*** Public Interest:**

The proposed map amendment clearly advances the public interest by facilitating the continued operation and potential modernization of a critical public utility-the Glenville Lake Water Treatment Facility. Maintaining and enhancing this facility directly supports public health, safety, and welfare by ensuring reliable access to clean water for the residents and businesses of Fayetteville.

- 8.0A6** [25-5054](#) Approve P25-53: A request to rezone Unaddressed property at the intersection of Gardner and Hulon St. (0428397224000), consisting of 1.4 acres and owned by CRYSTAL POINT INVESTMENT SOLUTIONS LLC , from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5).
- Recommendation:** * The Zoning Commission and Professional Planning Staff recommends that the City Council approve the straight rezoning from SF-6 to MR-5. The request is consistent with the Future Land Use Plan's Neighborhood Improvement designation, and MR-5 provides the appropriate toolkit to implement that policy by allowing small-lot detached, duplex/townhome, and low-rise multifamily while preserving environmentally constrained areas through open-space and buffer requirements. The range of MR-5 uses, and associated development standards is suitable for this corridor given the surrounding mix of single-family neighborhoods, civic uses, and nearby multifamily, and compatibility will be addressed through the UDO's citywide requirements for setbacks, height, landscaping/buffering, lighting, access, and stormwater. Transportation access, utility connections, and public-safety considerations will be reviewed and conditioned at the subdivision and site-plan stages. No evidence indicates factors that would substantially harm public health, safety, morals, or general welfare.
- 8.0A7** [25-5058](#) Approval of Professional Service Contract Execution Recommendation for \$662,356 for Construction Administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project.
- Recommendation:** Authorize execution of an engineering service contract for professional services in the amount of \$662,356 for construction administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project to the consulting firm Timmons Group, Inc.
- 8.0A8** [25-5020](#) Adopt Resolution of Support Authorizing to Apply for North Carolina Department of Commerce Rural Economic Development Grant for Benjamin Stout Real Estate Services, Inc.
- Recommendation:** Staff recommends that City Council move to adopt the Resolution of Support for the Building Reuse Grant authorizing the City Manager to sign the grant application for Benjamin Stout Real Estate Services, Inc.
- 8.0A9** [25-5064](#) Amend the History Museum lease with the Fayetteville Area Convention & Visitors Bureau.
- Recommendation:** Authorize the City Manager to execute an amendment, as discussed, to the current lease, upon approval of the City Attorney.

8.0A10[25-5044](#)**Adopt Resolutions Declaring Four Parcels Off Blue Street and Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property****Recommendation:**

Staff recommends that the City Council adopt the Resolutions below to allow the parcels to be added back to the tax roll:

* "Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-29-8078 Off Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property"

* "Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5829 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property"

* "Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5836 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property"

* "Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-39-3071 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property".

8.0B ITEMS PULLED FROM CONSENT

9.0 REPORTS FROM BOARDS AND COMMISSIONS

- 9.01 [25-5034](#) Receive the Fayetteville Redevelopment Commission Annual Report

10.0 OTHER ITEMS OF BUSINESS

- 10.01 [25-5068](#) Authorize the City Manager to Execute an Option to Purchase Agreement with JBS Developers and the Fayetteville Metropolitan Housing Authority for 6.32+/- Acres of the City's Catalyst 1 Site
- Recommendation:** Staff recommends that Council move to authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the FMHA for the purchase of 6.32+/- acres of the City's catalyst 1 site for the construction of an affordable housing community.
- 10.02 [25-5061](#) Approve Appointment Committee Recommendations for Boards and Commissions Appointments
- Recommendation:** Approve Appointment Committee recommendations as presented.

11.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing cityclerk@fayettevillenc.gov or by calling 910-433-1989 for assistance. Individuals desiring to testify on a quasi-judicial public hearing must contact the City Clerk by 5:00 p.m. the day of the meeting to sign up to testify; instructions will be provided on how to appear before Council to provide testimony.

CLOSING REMARKS

POLICY REGARDING CITY COUNCIL MEETING PROCEDURES SPEAKING ON A PUBLIC AND NON-PUBLIC HEARING ITEM

Individuals who have not made a written request to speak on a nonpublic hearing item may submit written materials to the City Council on the subject matter by providing thirteen (13) copies of the written materials to the Office of the City Manager before 5:00 p.m. on the day of the Council meeting at which the item is scheduled to be discussed.

COUNCIL MEETING WILL BE AIRED

December 8, 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





City of Fayetteville

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

City Council Action Memo

File Number: 25-5051

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A1

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: December 8, 2025

RE:

Approve Meeting Minutes:

November 13, 2025 - Special

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COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

Executive Summary:

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

Background:

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

Issues/Analysis:

None.

Budget Impact:

None.

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Four sets of draft minutes

**FAYETTEVILLE CITY COUNCIL
SPECIAL MINUTES
COUNCIL CHAMBER, CITY HALL
NOVEMBER 13, 2025
2:00 P.M.**

City Present: Mayor Mitch Colvin

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

City Absent: Council Members Derrick Thompson (District 6); Brenda McNair (District 7)

County Present: Chairman Kirk deViere

Commissioners Veronica B. Jones (At-Large); W. Marshall Faircloth (At-Large); Glenn Adams (District 1); Pavan Patel (District 2); Henry Tyson (District 2)

County Absent: Commissioner Jeannette M. Council (District 1)

Others Present:

Douglas Hewett, City Manager
Clarence Grier, County Manager
Lachelle Pulliam, City Attorney
Rick Morefield, County Attorney
Adam Lindsay, Assistant City Manager
Jeff Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Heather Skeins, Assistant County Manager
Kevin Dove, Fayetteville Fire Chief
Roberto Bryan, Fayetteville Police Chief
Freddie Johnson, Cumberland County Fire Chiefs' Association President
Loren Bymer, Marketing & Communications Director
Yamile Nazar, Human Relations Manager
Willie Henry, Chief Information Officer
John Jones, Office of Community Safety Director
Nichelle Gaines, Community Safety Manager
Erin Swinney, Police Attorney
Laura Smith, Emergency Management Coordinator
Gary Crumpler, Cumberland County Emergency Services Director
Lisa Reid, Public Safety Communications Manager
Kimberly Toon, Purchasing Manager
Brook Redding, Senior Assistant to the City Council
Jennifer Ayre, City Clerk
Andrea Tebbe, Clerk to the Board
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 2:00 p.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Faircloth.

4.0 APPROVAL OF AGENDA

MOTION: Council Member Haire moved to approve the agenda
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (8-0)

5.0 OTHER ITEMS OF BUSINESS

5.01 Welcome and Introductions

Mayor Colvin welcomed everyone in attendance and requested all of the elected officials introduce themselves.

5.02 Discussion on Proposed Joint 911 Center

Cumberland County Chairman Kirk deViere provided a history of the Public Safety Answering Point (PSAP). The working group recommendations include full consolidation, enhanced governance structure, mental health capabilities, facility use, and continuity. In previous iterations, the discussion would always end due to disagreements on the governance.

There are two proposed governance structures.

One option is to create a Joint 911 Communications Board with a six-member board made up of two from Cumberland County, three from the City, and one from the Cumberland County Fire Chief Association. The joint board would set strategic priorities, operational policies, maintain budgetary oversight, costs, and ensure performance accountability. Mayor Colvin stated one of the best examples of a joint board is the Fayetteville-Cumberland Economic Development Corporation.

The second option is to create a single entity model there would be one entity with either the county or city to run it.

An advisory board would be created that would include the public safety agency heads from the municipalities, volunteer fire representatives, Sheriff, and EMS representatives to ensure protocols are in place and the day-to-day operations would be overseen by a consolidated center director. The working group recommended Ms. Lisa Reid, the current City 911 Director to serve as the consolidated center director. Council Member Haire asked if there would be any members of the public that serve on the board.

Discussion ensued.

MOTION: Council Member Haire moved to explore consolidation
SECOND: Council Member Hondros
VOTE: UNANIMOUS (8-0)

MOTION: Commissioner Tyson moved to vote in favor of the consolidation of the PSAP with the City of Fayetteville
SECOND: Vice Chairwoman Jones
VOTE: UNANIMOUS (6-0)

Dr. Douglas Hewett, City Manager stated Council was briefed on the Cost of Gun Violence and backfilled the Council on the Joint 911 issue. There was consensus of the working group, which include all of the public safety group, that agreed a merged group in some form or fashion would work.

Mr. Kevin Dove, Fire Chief, stated consolidation is the right way to go, however, he is not the subject matter expert in 911 operations, he is the expert in 911 usage. Chief Dove stated he has used both the County and the City system for over 27 years and after using both systems through multiple emergencies and disasters, the City 911 center has a leg up on the County 911 center as far as size, operations, and management. Fire Chief Dove stated he likes option one and option two under City management and is not wanting to offer up his organization under sole County management. The joint system would bring everyone to the table. The City Fire Department works on both the City and county CAD.

Mr. Roberto Bryan, Police Chief concurred with Chief Dove. For operational efficiency, coordination and accountability is needed for a consolidated 911 center. There does need to be consolidation, but in order to maintain operational effectiveness the City would need to be the lead. Discussion ensued regarding how the Office of Community Safety (OCS), ShotSpotter, cameras, license plate readers, and drone as a first responder would be integrated.

Chairman deViere stated mental health and mobile crisis teams would be included through at 911 diversion program creating dispatchers that are behavioral health specialists and discussions have already started with Alliance Health, who is the County mental health partner. Discussion ensued.

Ms. Lisa Reid, Public Safety Communications Manager and Mr. Gary Crumpler, Cumberland County Emergency Services Director stated that the City and County have a shared phone system and CAD, and calls are not transferred. Both organizations are working on upgrading to next generation systems and are well educated on how to process calls.

Cumberland County Vice Chairwoman Jones stated one of the primary goals of consolidation is that if there is an emergency there will not be an overload of the separate systems and recognize the need for the mental health/rapid response team. Vice Chairwoman Jones stated she would like a mental health professional to be included in the joint board and increase the board from 6 to 8 members.

Commissioner Adam's recommended the joint board composition and allow the County and City Manager be ex-officio members of the board.

MOTION: Commissioner Tyson moved to consolidate under the proposed joint 911 model, implement a 50-50 cost split between the City and the County, work towards standing up the joint governance board and have staff report back to the elected boards
SECOND: Commissioner Patel
VOTE: UNANIMOUS (6-0)

Council Member Banks-McLaughlin stated the concern is who will take the lead on the facility. With the advisory board there would be time to determine details and create a memorandum of understanding (MOU) that will provide the identified details of the PSAP.

Discussion ensued.

MOTION: Council Member Hondros moved to direct the City Manager to work with the County Manager to move towards a fully consolidated single entity control joint 911 model with Fayetteville leading operations and a joint community advisory board made up of professionals in the first responders' space from both bodies
SECOND: Mayor Pro Tem Jensen
VOTE: PASSED by a vote of 6 in favor to 2 in opposition (Mayor Colvin and Council Member Davis)

Council Member Hondros asked for clarification on if the boards became joint and then later decided to separate what would be the issues. Dr. Hewett stated both boards are funded through General Fund and equipment and training from the State 911 board. If there is a merger the money will then go to one location. If there is a decision to separate the money received from the 911 board would stay with one entity and would not be split back up.

Chairman deViere stated based on the City's motion it would be prudent to have conversations with the municipalities the county already has MOU's with for 911 services as well as internally to look at other options or whether to continue to prioritize a joint 911.

Commissioner Adams stated he has had the joint 911 discussion multiple times and does not want anyone to leave here thinking nothing was accomplished as this is the first time that both boards agreed that a consolidated PSAP should be explored.

Commissioner Tyson highlighted that in the recommended joint model that Ms. Reid would run the day-to-day operations, there would be no job loss as well as a salary parity to ensure everyone was paid the same, program continuity, and technology modernization.

Council Member Benavente asked if there would be any impact on the motion passed at a previous meeting to approve an architect to build the City 911 PSAP. Dr. Hewett stated the preliminary work would not be impacted.

MOTION: Council Member Haire moved to reconsider
SECOND: Council Member Davis
VOTE: FAILED by a vote of 4 in favor to 4 in opposition (Mayor Colvin, Council Members Jensen, Benavente, and Hondros)

6.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 4:04 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
111325

MITCH COLVIN
Mayor

DRAFT

**FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
NOVEMBER 24, 2025
5:30 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-McLauglin (District 8); Deno Hondros (District 9) (via TEAMS)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Roberto Bryan, Jr., Police Chief
Todd Joyce, Assistant Police Chief
David Richtmeyer, Assistant Fire Chief
Jeffery Morin, Housing Manager
Sheila Thomas-Ambat, Public Services Director
Brian McGill, Public Services Assistant Director
David Scott, Marketing & Communications Director
John Jones, OCS Director
Dereke Planter, Code Enforcement Supervisor
Albert Baker, Economic & Community Development Director
Erin Swinney, Police Attorney
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 November 24, 2025, meeting.

Council Member Haire requested he be excused immediately following Announcements and Recognitions.

Mayor Colvin welcomed Council Members-Elect Ferguson and Jones.

Council Member Greene stated she would like to pull Item 7.0A2 - Adopting Council Policy 160.09.2 - The Policy for Residents to Request "No Parking" in Multi-Use Lanes for a public hearing at an upcoming regular meeting. Council Member Thompson stated the item was original heard at the November 18, 2025, City Council Policies Review Committee. Mr. Brian McGill, Public Services Assistant Director, stated the recommended process is a resident will make a request for a no parking zone in front of their home, staff will evaluate the area block by block. Then ballots will be sent to both sides of the road, if 70 percent (%) of both sides of the road agree to the no parking. If the required 70% of both sides of the road approve the no parking, it will be brought to Council for final approval. Discussion ensued.

Council Member Benavente requested Item 7.0A8 - Adopt Capital Project Ordinance for Stadium View Project be pulled for an up or down vote.

Council Member Haire requested Council Member Davis pull 7.0A9 - Adopt Resolution of the Fayetteville City Council Authorizing the City Manager to Acquire the Real Property Located at 920 and 922 Washington Drive so that residents can be made aware that this will be for additional parking at the Senior Center East.

Council Member Benavente stated he would like to make a motion to amend the agenda to add an item. The item would be to approve a resolution in support of immigrant communities and the 4th amendment rights for all Fayetteville residents. This resolution would not create a sanctuary city. Ms. Lachelle Pulliam, City Attorney, stated if Council is inclined to approve the resolution, there are some edits that would need to be made.

Mayor Colvin stated he requested staff research Item 10.01 - Administrative Report on Downtown Municipal Service District Boundary and Inclusion of Park View Townhomes and

DRAFT

asked what it's the request. Dr. Douglas Hewett, City Manager stated this item discusses the history of the Municipal Service District (MSD) and the inclusion of ParkView Townhomes. The research is regarding how the boundaries are created, amended, and the process Council must take to remove an area from the MSD. Council Member Thompson stated it would be best to bring it to a work session so everyone can understand the process. Mayor Pro Tem Jensen stated Park View Townhomes is a complex that takes care of their own parking, trash, and roads they have no retail or commercial within their complex. Dr. Hewett stated this came as a Council Member request and this is the research from the request. Discussion ensued. Council member Hondros stated there may be other property owners request to be removed if this gets approved.

There being no further business, the meeting adjourned at 6:12 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
112425

MITCH COLVIN
Mayor

DRAFT

**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
NOVEMBER 24, 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) (departed at 7:42 p.m.); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9) (via TEAMS, departed at 8:36 p.m.)

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
Roberto Bryan, Police Chief
Gerald Newton, Development Services Director
Sheila Thomas-Ambat, Public Services Director
John Jones, Office of Community Safety Director
Albert Baker, Economic and Community Development Assistant Director
Brain McGill, Assistant Public Services Director
David Scott, Communications Manager
Craig Harmon, Senior Planner
Jeffery Morin, Housing Program Manager
Kimberly Toon, Purchasing Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:30 p.m. and recognized current and former elected officials in the audience.

2.0 INVOCATION

The invocation was offered by Dr. Christoppher Stackhouse, Sr., with Lewis Chapel Missionary Baptist Church.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Cumberland County Chairman Kirk deViere presented the Cumberland County Crest and Chairmans Coin to Mayor Pro Tem Jensen and Council Members Benavente and Banks-McLaughlin in honor of their service to the City while on the City Council.

Mayor Colvin presented the City Key and Coin to Mayor Pro Tem Kathy Jensen in grateful recognition of her devoted interest and untiring commitment to the citizens of Fayetteville while serving the Fayetteville City Council for District 1 and Mayor Pro Tem from 2013-2025.

Mayor Colvin presented the City Key and Coin to Council Member Mario Benavente in grateful recognition of his devoted interest and untiring commitment to the citizens of Fayetteville while serving the Fayetteville City Council for District 3 from 2023 – 2025.

Mayor Colvin presented the City Key and Coin to Council Member Courtney Banks-McLaughlin in grateful recognition of hers devoted interest and untiring commitment to the citizens of Fayetteville while serving the Fayetteville City Council for District 8 from 2019 – 2025.

MOTION: Council Member Thompson moved to excuse Council Member Haire
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

Council Member Benavente presented a proclamation to members of the Korean Presbyterian Church in honor of Kimchi Day.

Mayor Colvin presented a proclamation to members of staff in honor of Native American Heritage Month.

Council Member Greene introduced Fayetteville Freedom for All to present a Community Award to Council Member Benavente.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, stated City services will be closed on Thursday for the Thanksgiving Holiday. Solid waste customers that are usually serviced on Thursdays will be serviced on Wednesday this week, with Friday operations resuming as normal. Recycling customers that are serviced on Thursday will be serviced on Saturday this week. FAST Transit will resume normal schedule on Friday. As well as recreation centers reopening from 10:00 a.m. – 4:00 p.m. on Friday.

Mayor and City Council Inauguration is being held on Monday, December 1, 2025, at 6:00 p.m. at J.W. Seabrook Auditorium at Fayetteville State University located at 1200 Murchison Rd., Fayetteville, NC.

Dr. Hewett announced that Dickens Holiday will be returning on this week, as well as holiday lights at Segra Stadium, and downtown holiday lighting. Additionally, he will be bringing back information at the next regular Council meeting about the New Years Eve celebration.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Thompson moved to approve the agenda
SECOND: Council Member Banks-McLaughlin

Friendly Amendment: Council Member Benavente requested a friendly amendment to add to Item 7.0A11 - Adopt Resolution in Support of Immigrant Communities and the 4th Amendment Rights for All Fayetteville Residents to the agenda.

Council member Thompson did not accept the amendment.

VOTE: PASSED by a vote of 6 in favor to 3 in opposition (Jensen, Benavente, Hondros)

7.0A CONSENT AGENDA

MOTION: Council Member Greene moved to approve the consent agenda with the exception of Items 7.0A2, 7.0A8, 7.0A9.
SECOND: Council Member Thompson
VOTE: PASSED by a vote of 8 in favor to 1 in opposition (Benavente)

7.0A1 Approval of Meeting Minutes:
November 10, 2025 – Work Session
November 10, 2025 – Discussion of Agenda Items
November 10, 2025 – Regular

7.0A2 Pulled for a Separate Vote

7.0A3 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations	
827 E. Orange Street	District 2
4714 Ashton Road	District 5

City Council approved the demolition ordinance for two residential buildings identified as dangerous.

827 E. Orange Street

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, 827 E. ORANGE STREET, PIN 0437-59-7316. ORDINANCE NO. NS2025-035

4714 Ashton Road

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, 4714 ASHTON ROAD, PIN 0416-32-2823. ORDINANCE NO. NS2025-036

7.0A4 Adopt Resolution supporting “No Parking” on Broadfoot Avenue to NCDOT

City Council adopted the resolution of support to the North Carolina Department of Transportation for No Parking on Broadfoot Avenue from Morganton Road to Raeford Road/Arsenal Avenue due to safety concerns.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, SUPPORTING PARKING PROHIBITIONS ON BROADFOOT AVENUE (SR1414) IN THE CITY OF FAYETTEVILLE. RESOLUTION NO. R2025-042

7.0A5 Fire Station No. 9 Professional Architectural Services Selection

City Council authorized the City Manager to negotiate and enter into a contract for professional architectural services with Davis Kane Architects for the relocation of Fire Station 9.

7.0A6 Approve use of ARPA Interest Funds for Electric Buses, Maker’s Space, and Grant Matches

City Council approved the use of the \$2.9 million earned interest from the American Rescue Plan Act (ARPA) funds to three high-impact initiatives. \$1,666,366.00 for an electric bus grant local match, \$800,000.00 for the build-out of the Maker’s Space facility, and \$222,998.00 for the creations of a reserve to match future grants.

7.0A7 Accept and Appropriate the Governors Crime Commission Criminal Justice Improvement Committee Law Enforcement Equipment Grant Award

City Council adopted Special Revenue Fund Project Ordinance 2026-9 to appropriate \$47,093.00 for the replacement of outdated radio equipment used by the Fayetteville Police Task Force. This is from the awarded grant funding for the Criminal Justice Improvement Committee Law Enforcement Equipment Grant from the Governors Crime Commission.

7.0A8 Pulled for a Separate Vote

7.0A9 Pulled for a Separate Vote

7.0A10 PWC – Adoption of Resolution in Opposition to Interbasin Transfer (IBT) Certificate

City Council adopted the resolution in opposition of the Interbasin Transfer (IBT) Certificate. PWC is opposed to Fuquay-Varina receiving the IBT as their interest is to preserve the short- and long-term needs of the communities downstream along the Cape Fear River, including Fayetteville and Cumberland County. Any transfer request that does not return the water back to the Cape Fear River Basin has potential long-term effects to anyone downstream of the request, including PWC customers. Long-term effects include future availability of water to meet our community’s needs and sustainability of water resources in our basin.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, OPPOSING INTERBASIN TRANSFER. RESOLUTION NO. R2025-043

7.0B ITEMS PULLED FROM CONSENT

7.0B1 Adopt Council Policy 160.09.2 – The Policy for Residents to Request “No Parking” in Multi-Use Lanes

Mr. Brian McGill, Assistant Public Services Director provided the current process to request no parking.

Discussion ensued.

MOTION: Council Member Greene moved to put on for a public hearing at a January Meeting
SECOND: Council Member Hondros
VOTE: PASSED by a vote of 5 in favor to 4 in opposition (Colvin, Benavente, Thompson, and McNair)

7.0B2 Adopt Capital Project Ordinance for Stadium View Project

Mr. Jeffery Yates, Assistant City Manager, stated the \$5.7 million loan is envisioned for the capping of the building, finishing the elevators, and any public access areas of the building.

Discussion ensued.

MOTION: Council Member Thompson moved to adopt the Capital Project Ordinance for Stadium View Project
SECOND: Council Member Davis
VOTE: PASSED by a vote of 8 in favor to 1 in opposition (Benavente)

7.0B3 Adopt Resolution of the Fayetteville City Council Authorizing the City Manager to Acquire the Real Property Located at 920 and 922 Washington Drive

Ms. Kecia Parker, Real Estate Manager, stated 920 and 922 Washington is being purchased for overflow parking for Senior Center East and the MLK Park.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO ACQUIRE THE REAL PROPERTY LOCATED AT 920 AND 922 WASHINGTON DRIVE. RESOLUTION NO. R2025-044

MOTION: Council Member Davis moved to adopt resolution of the Fayetteville City Council authorizing the City Manager to acquire the real property located at 920 and 922 Washington Drive
SECOND: Council Member Hondros
VOTE: UNANIMOUS (9-0)

8.0 EVIDENTIARY HEARINGS

8.01 SUP25-07 Evidentiary Hearing for a Special Use Permit to allow changes to a Major Utility located at 6787 Bailey Lake Road (Reid # 0406046357000) owned by LUMBEE RIVER ELECTRIC MEMBERSHIP CORP.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated this is a special use permit (SUP) for a major utility expansion for Lumbee River Electric Membership Corporation (LREMC) at 6787 Bailey Lake Road and is just over 7 acres. It is an existing substation that the utility has used since the 1980's. At the time of the construction there was no special use permit required, however, they are now doing upgrades to the site. The proposed improvements do not introduce a new use but rather reflects an ongoing need to upgrade and modernize equipment to maintain reliable electrical service for surrounding residents and businesses. Because the existing and continued use of the site falls within a category now subject to SUP review under the UDO, the SUP is required to bring the facility into full regulatory compliance while enabling LREMC to implement needed enhancements. Typically a 100-foot setback is required, however, LREMC is also requesting an 40-foot setback to accommodate where the site already is. The Future Land Use Plan call for low density residential which matches the current zoning and utilities are allowed in the zoning through the SUP process.

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

Mr. Shane Finn, 115 Oakland Ave., Rock Hill, SC, spoke in favor of this item.

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

MOTION: Council Member Thompson moved to approve the Special Use Permit to allow the expansion of a major utility and reduction of the required setback to 40-ft subject to the submitted site plans and conforming to the current Unified Development Ordinance standards as depicted on the attached site plan, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in a Single family Residential 10 (SF-10) zoning district and (2) that this use complies with the findings listed and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of the area.

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

*For a motion to approve, all six findings below must be met:

1. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards because LREMC will comply with the standards and do anything outside of the section;
2. The special use will be in harmony with the area in which it is located because it is current not visible and will continue to not be seen;
3. The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved because they are using the exiting site and the same safety measures will be in place;
4. The special use is in general conformity with the City's adopted land use plans and policies because it was reviewed by staff to ensure it is correct;
5. The special use will not substantially injure the value of the abutting land, or the special use is a public necessity because if the only abutting land is still single-family residential and will not injure the value of the abutting land; and
6. The special use complies with all other relevant City, State, and Federal laws and regulations because the utility is required to abide by all laws and regulations.

SECOND: Council Member Greene
VOTE: UNANIMOUS (8-0)

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

9.0 OTHER ITEMS OF BUSINESS

9.01 Authorize Central Park Villas Affordable Housing Contingent Loan Commitment

Mr. Jeffery Morin, Housing Program Manager, presented this item with the aid of a PowerPoint presentation and stated the Central Park Villas is a proposal by JBS Developers for a 4 percent (%) low-income housing tax credit and is seeking a contingent loan commitment letter from the City for \$2,833,811.00. The City's loan would be contingent upon the developer receiving the allocation of funds from the North Carolina Housing Finance Agency (NCHFA), approved environmental review from HUD, and the Council's acceptance of an option to purchase agreement for a portion of the City's Catalyst Site 1.

The development will be affordable housing for households earning below 80% of the area median income and be an 84-unit multi-family community, including five (5) HOME rental units. The location is 6.32 acres in the northern portion of Catalyst Site 1. The development will include ten (10) one-bedroom units, forty-four (44) two-bedroom units, and thirty (30) three-bedroom units, as well as a leasing/community building.

The total development would be an estimated \$22.8 million. The developer is requesting a loan of \$1,000,000.00 at 1% interest with a term of 40 Years, interest only from HOME funds and a loan of \$1,883,811.00 at 2% interest with a term of 40 Years, interest only from the Housing Opportunity General Obligation Bond. Loan payments would be made from residual earnings per NCHFA rules. JBS Developers and Fayetteville Metropolitan Housing Authority (FMHA) have submitted an Option to Purchase Agreement to the City for the proposed site of 6.32 acres in the amount of \$545,000.00, based on an independent appraiser's opinion of the fair market value of the parcels identified for this project.

Council Member Greene stated the City cleaned up Catalyst Site 1 to be a corridor into the Fayetteville State University and Murchison Road area and staff are now recommending rental homes, which is different from Murchison Choice that led to homeownership. Mr. Morin stated the Murchison Choice Grant application was reviewed by two separate organizations and both recommended taking on a housing project prior to receiving grant funds for more housing projects.

Discussion ensued regarding flooding – not of the homes, but the roads to the homes. Mr. Morin stated a portion of the area is in the 100-year flood, the developer and the environmental review by HUD would require the properties be elevated and the developer is recommending it be elevated 2 feet above the 500-year flood.

Discussion ensued.

MOTION: Council Member Davis moved to authorize a contingent loan commitment letter and subsequent loan documents in the amount of \$2,883,811.00 from HOME and Housing Opportunity General Obligation Bond Funds to Central Park Villa
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (8-0)

10.0 ADMINISTRATIVE REPORT

10.01 Administrative Report on Downtown Municipal Service District Boundary and Inclusion of Park View Townhomes

Consensus of Council was to move Item 10.01 Administrative Report on Downtown Municipal Service District Boundary and Inclusion of Park View Townhomes to the January Work Session

10.02 American Rescue Plan Act (ARPA) Final Phase and Next Steps

This item was for informational purposes only and not presented.

10.02 Festival Park Security Protocol Implementation Update

This item was for informational purposes only and not presented.

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 9:11 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
112425

MITCH COLVIN
Mayor

**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
J.W. SEABROOK AUDITORIUM
FAYETTEVILLE STATE UNIVERSITY
1200 MURCHISON ROAD
DECEMBER 1, 2025
6:00 P.M.**

Present: Mayor Mitch Colvin

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

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Adam Lindsay, Assistant City Manager
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 Welcome

Ms. Mary Kate Burke, Master of Ceremonies, welcomed those in attendance.

2.0 Posting of the Colors

Police and Fire Departments Honor Guard Team performed the Posting of the Colors followed by the Pledge of Allegiance to the American Flag.

3.0 Pledge of Allegiance

The Pledge of Allegiance to the American Flag was recited by those in attendance.

4.0 National Anthem

Ms. Tonya Royal sang the National Anthem.

5.0 Invocation

The invocation was offered by Dr. Rosa Herman, Harvest Family Church.

6.0 Administration of Oaths of Office

Mr. Mitch Colvin was sworn in by The Honorable Mike Colvin, North Carolina Representative, District 42.

Mr. Stephon Ferguson, District 1, was sworn in by The Honorable Cheri Beasley, Retired North Carolina Supreme Court Chief Justice.

Mr. Malik W. Davis, District 2, was sworn in by Ms. Lisa Scales, Clerk of Superior Court.

Mr. Antonio Jones, District 3, was sworn in by Mr. Adrian D. Jones, Notary Public.

Mr. D. J. Haire, District 4, was sworn in by Ms. Sandra Morrissey, Notary Public.

Ms. Lynne B. Greene, District 5, was sworn in by The Honorable Diane Wheatley, North Carolina Representative, District 43.

Mr. Derrick Thompson, District 6, was sworn in by the Honorable Rosalyn Hood, District Court Judge.

Ms. Brenda McNair, District 7, was sworn in by The Honorable Gale Adams, Superior Court Judge.

Ms. Shaun McMillan, District 8, was sworn in by the Honorable Dave Hall, District Court Judge.

Mr. Deno Hondros, District 9, was sworn in by The Honorable Cull Jordan, District Court Judge.

7.0 Call to Order

Mayor Colvin called the meeting to order and thanked all present for their attendance.

8.0 Election of Mayor Pro Tem

Mayor Colvin called for nominations for the position of Mayor Pro Tempore.

MOTION: Council Member Haire moved to nominate Council Member Derrick Thompson for the position of Mayor Pro Tempore.

SECOND: Council Member Hondros

VOTE: PASSED by a vote of 6 in favor to 4 in opposition (Council Members Jones, Greene, McMillan, and Hondros)

9.0 Adjournment

The benediction was offered by Pastor Christopher Fletcher, Manna Church.

There being no further business, the meeting adjourned at 7:50 p.m.

10.0 Retire the Colors

The Fayetteville Police and Fire Departments Honor Guard Team retired the colors.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
120125

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 25-4997

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A2

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MPA, MMC, City Clerk

DATE: December 8, 2025

RE:

**Accept Certification of Results from the Cumberland County Board of Elections
for the November 4, 2025 Municipal Election for Mayor and City Council Districts
1, 2, 3, 4, 5, 6, 7, 8, and 9**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL IV: The City of Fayetteville will be a desirable place to live, work and recreate.

Executive Summary:

Acceptance of Certification of Results from the Cumberland County Board of Elections as presented.

Background:

The Cumberland County Board of Elections having opened, canvassed and judicially determined the original returns of the election in the precincts in this County, held November 4, 2025, certify that the attached official results contain the number of legal ballots cast in each precinct for each office named, the name of each person voted for and the number of votes cast for each person for the office named.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council move to accept the Certification of Results from the Cumberland County Board of Elections as presented.

Attachments:

2025 Municipal Election Abstract of Votes for Cumberland County, NC - 11/04/2025



2025 MUNICIPAL ELECTION

11/04/2025

ABSTRACT OF VOTES

FOR

CUMBERLAND COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 14th day of November, 2025.

Linda Talum

Board Chair

Bruce E. Talum

Board Secretary

Jane C. Grimes

Board Member

Dan L. Edwards

Board Member

R. S. J.

Board Member

This day personally appeared before me, LINDA S. DEVORE, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 14th day of November, 2025.

Angela R. Amaro

Official Signature of Notary Public

Angela R. Amaro

Printed/Typed Name of Notary Public



My Commission Expires: 05-22-2029

November 04, 2025 Municipal Election Results by Contest

Friday, November 14, 2025

Page 1 of 3

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
CITY OF FAYETTEVILLE MAYOR	Mitch Colvin		12,566	7,629	4,807	79	51
	Kathy Keefe Jensen		7,927	5,885	1,970	54	18
	Freddie de la Cruz (Write-In)		260	200	58	2	0
	Tisha S. Waddell (Write-In)		45	27	17	0	1
	Mario "Be" Benavente (Write-In)		40	22	18	0	0
	Paul Williams (Write-In)		20	18	2	0	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 01	Stephon Ferguson		1,122	788	316	15	3
	James L. Thomas III		835	574	252	6	3
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 02	Malik Davis		1,589	1,055	523	7	4
	Gail Morfesis		730	550	176	2	2
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 03	Antonio Jones		1,462	911	534	10	7
	Jeremy Wright		1,005	726	271	4	4
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 04	D.J. Haire		1,713	1,048	641	20	4
	Stuart A. Collick		350	248	100	1	1
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 05	Lynne Bissette Greene		2,781	2,086	675	16	4
	Johnny Dawkins (Write-In)		6	2	4	0	0
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 06	Derrick Thompson		1,853	1,159	681	8	5
	Kenneth E. Odegard II		543	435	100	6	2
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 07	Brenda McNair		1,695	904	777	10	4
	Kathy A. Greggs		481	319	158	3	1
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 08	Shaun McMillan		1,327	721	584	12	10
	Rodney E. Garvin		351	234	112	2	3
CITY OF FAYETTEVILLE CITY COUNCIL DISTRICT 09	Deno Hondros		1,393	917	467	6	3
	Joe McGee		754	485	260	5	4
	Gary Hunt (Write-In)		6	2	4	0	0
TOWN OF HOPE MILLS MAYOR	Jessie Bellflowers		691	565	121	4	1
	Todd Henderson		675	545	123	4	3
TOWN OF HOPE MILLS COMMISSIONER	Hope Page		800	624	169	6	1
	Grilley J. Mitchell		685	552	130	3	0
	Bryan A. Marley		649	542	100	3	4
	Cynthia Hamilton		630	502	121	4	3
	Lisa F. Tremmel		625	497	121	4	3

November 04, 2025 Municipal Election Results by Contest

Friday, November 14, 2025

Page 2 of 3

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOWN OF HOPE MILLS COMMISSIONER	Elyse Craver		599	490	104	3	2
	Joanne Scarola		592	475	109	6	2
	Karen Smith Saracen		560	463	93	3	1
	Ronald Starling		539	439	96	2	2
	Mark Hess		332	292	38	0	2
TOWN OF SPRING LAKE MAYOR	Kia Anthony		348	310	33	2	3
	Robyn Chadwick		306	283	20	0	3
TOWN OF SPRING LAKE BOARD OF COMMISSIONERS	Sona L. Cooper		384	342	36	2	4
	Fredericka Sutherland		370	342	24	2	2
	Jackie Lee Jackson		355	322	28	0	5
	Tony Burgess		346	318	25	1	2
	Adrian Jones Thompson		342	305	33	2	2
	Tyrone Short		320	297	19	0	4
	Mary C. Jackson		263	244	18	0	1
	Dedra Parker		169	155	14	0	0
	Ryan C. Anderson		123	113	10	0	0
	Katrina Bell Bratcher		95	82	11	0	2
	Stachia Arnold		87	76	8	1	2
	Raul Palacios (Write-In)		9	8	1	0	0
	Marvin Lckman (Write-In)		9	7	2	0	0
CUMBERLAND - EASTOVER SANITARY DISTRICT BOARD MEMBERS	Helen Crumpler		227	190	35	2	0
	Liz Reeser		175	151	22	2	0
TOWN OF EASTOVER MAYOR	Charles G. McLaurin		153	129	22	2	0
TOWN OF EASTOVER TOWN COUNCIL	Kimberly F. McPhail		131	113	16	2	0
	Wayne Beard, Jr.		128	109	17	2	0
	Bruce Sykes		122	103	17	2	0
TOWN OF FALCON MAYOR	Clifton L. Turpin, Jr.		86	84	1	1	0
	James Danny Nelson, Jr.		40	40	0	0	0
TOWN OF FALCON COMMISSIONER	Chip Lucas		91	89	1	1	0
	Sue Brigman		84	82	1	1	0
	R. Dwayne Dunning		77	75	1	1	0
	Phillip J. Walters		54	54	0	0	0
	Dylan H. Ivey		51	49	1	1	0
	Chris Stone		37	37	0	0	0

November 04, 2025 Municipal Election Results by Contest

Friday, November 14, 2025

Page 3 of 3

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOWN OF GODWIN MAYOR	Willie Burnette		35	34	1	0	0
	Ronnie McNeill (Write-In)		5	1	4	0	0
TOWN OF GODWIN COMMISSIONER	Joseph Smith		33	28	5	0	0
	Scarlet McIntyre Hall		28	24	4	0	0
	Ronald McNeill		27	22	5	0	0
	George Cooper, Jr.		25	20	5	0	0
	Dennis C. Smith, Sr.		20	19	1	0	0
TOWN OF LINDEN MAYOR	Frances Collier		18	18	0	0	0
TOWN OF LINDEN COMMISSIONER	Ronnie S. Maness		17	17	0	0	0
	Jonathan Collier		16	16	0	0	0
	Barbara C. Denning		16	16	0	0	0
	Michael Hough		14	14	0	0	0
	Debra Overby (Write-In)		4	4	0	0	0
TOWN OF STEDMAN MAYOR	Martin (Mardy) Jones		119	108	9	0	2
	Louis Wood (Write-In)		85	82	0	0	3
TOWN OF STEDMAN COMMISSIONER	Louis Wood		89	82	3	0	4
	Harvey L. Cain, Jr.		68	65	0	0	3
	Bradley Roberts		65	64	1	0	0
	Melinda B. Murray		62	58	2	0	2
	Wilbert Hairr		60	51	6	0	3
	Justin White		34	33	1	0	0
	Michael R. Hall		9	5	4	0	0
TOWN OF WADE MAYOR	Johnny Lanthorn		47	47	0	0	0
TOWN OF WADE COMMISSIONER	Kevin Herring		43	42	1	0	0
	Beth Ritchie		36	36	0	0	0
	George E. Strater		36	36	0	0	0
	Johnny B. Sawyer		33	33	0	0	0
	Jennifer Dixon Weaver		32	32	0	0	0

0001_FAYETTEVILLE LE MAYOR FAYETTEVILLE		0002_FAYETTEVILLE LE COUNCIL 1 1ST		0003_FAYETTEVILLE LE COUNCIL 2 2ND		0004_FAYETTEVILLE LE COUNCIL 3 3RD		0005_FAYETTEVILLE LE COUNCIL 4 4TH		0006_FAYETTEVILLE LE COUNCIL 5 5TH		0007_FAYETTEVILLE LE COUNCIL 6 6TH		0008_FAYETTEVILLE LE COUNCIL 7 7TH		0009_FAYETTEVILLE LE COUNCIL 8 8TH		0010_FAYETTEVILLE LE COUNCIL 9 9TH	
Mitchell	Keefe		L. Thomas		Gail Morris		Antonio Jones		Jeremy Wright		Bissette		E. Odessa		Kathy A.		Shaun McMillan		Dennis Jones
Coolvin	Kathryn	Stephenson	Jamies	Mavis				Stuart	A. Collic	D. J. Harris	Greene	Kenneth	Deerickson	Greggs	McNair	Rodney			
321	125											67	328	10	35				
418	132											84	433	10	18				
350	137											51	265	34	130				
165	131											9	37	73	176				
408	120															97	430		
527	165															171	524		
258	68			278	48														
176	70			187	61														
85	37					10	6	19	60									22	6
70	170			120	121														
63	155			116	108														
31	237																		
82	406			90	117						241								
737	256					560	429				229								
66	148			41	7						128								
76	61			86	55														
69	520										520								
140	14			16	2			13	117										
154	496										139							435	71
145	420			0	0						464							8	6
441	29					217	122	6	107										
364	64					157	110	22	127										
74	318			29	60						262								
55	115			10	33						106								
336	174			30	15			104	370										
388	231	198	162	213	44														
315	234	297	270																
259	287	351	166																
104	70																	119	61
199	140																	184	160
420	142							37	278									159	79
294	112							17	86									126	182
405	86													80	406				
369	85													91	364				
188	75													16	62			87	103
80	70										125								
105	100										176								
136	42							29	150										

CC33 CROSS CREEK 33	281	128					160	129	22	93									
CC34 CROSS CREEK 34	139	328									117						247	81	
CC519 CROSS CREEK 519	294	48			296	43	0	0											
G8B CUMBERLAND 1A	86	64										60	91						
CU02 CUMBERLAND 2	130	100									194								
G8C CUMBERLAND 3	51	38									73								
G8A CUMBERLAND 4	285	127									7	105	301						
EO01 EASTOVER 1	36	8			35	11													
G1B JUDSON-VANDER FAY	4	5			9	0													
LR63 LAKE RIM	603	142												90	206	77	366		
LO66A LONGHILL	349	149	263	231															
G11B MANCHESTER	17	16	13	6			0	1								6	7		
MB62 MONTIBELLO	308	79												77	298			6	5
MR02 MORGANTON RD 2	272	135							81	325								0	0
G3A-2C PEARCES MILL 2C	4	2			5	1													
G3C PEARCES MILL 3	0	1			0	1													
G6A STEDMAN	28	4			28	3													
G10C STONEY POINT 1	80	46										40	96						
G10A STONEY POINT 2	260	161										127	302						
G2E-1 WESTAREA 1	206	32					158	76											
G2E-2 WESTAREA 2	260	72					200	132											
TOTALS	12566	7927	1122	835	1589	730	1462	1005	350	1713	2781	543	1853	481	1695	351	1327	1393	754

0011_HOPE MILLS MAYOR HOPE MILLS		0012_HOPE MILLS COMM HOPE MILLS										0013_SPRING LAKE MAYOR SPRING LAKE		
B e l l f e s s i e	T o d d H e n d e r s o n	E l y s e C r a v e r	C y n t h i a	H a m i l t o n	M a r k H e s s	B r y a n A . M a r l e y	J . M i t c h e l l e y	H o p e P a g e	S m i t h S a r c e n	J o a n n e S c a r o l l a	R o n a l d S t a r l i n g	L i s a F . T r e m m e l	K i a A n t h o n y	R o b y n C h a d w i c k
32	30	20	34	18	22	24	36	22	29	16	32			
10	6	4	8	5	4	7	11	3	4	6	7			
0	0	0	0	0	0	0	0	0	0	0	0			
190	216	202	200	113	180	196	223	165	151	183	209			
51	31	24	27	10	48	54	62	42	54	20	29			
2	2	1	2	0	2	3	3	3	3	1	1			
167	195	169	149	91	191	183	193	134	155	144	153			
188	150	144	164	73	162	163	205	156	152	138	152			
												1	6	
0	0	0	0	0	0	0	0	0	0	0	0			
0	1	1	1	0	0	0	1	0	0	0	0			
												347	300	
13	12	8	10	7	10	13	19	11	11	5	11			
38	32	26	35	15	30	42	47	24	33	26	31			
691	675	599	630	332	649	685	800	560	592	539	625	348	306	

0014_SPRING LAKE COMMISSIONERS SPRING LAKE											0015_EASTOVER S ANITARY DIST EA STOVER SANITARY		0016_EA STOVER MAYOR E	0017_EASTOVER COUNCIL EASTOVER			0018_FALCON MAYOR FALCON		
C . A n d e r y a n	S t a c h i a A r n o l d	B e l l K a t r i n a r	T o n y B u r g e s	S o n a . L . C o o p e r	L e e J a c k i e n	M a r y . C . J a c k s o n	D e d r a P a r k e r	T y r o n e S h o r t	F r e d e r i c k a d	S u t h e r r . A d m p l i s o n	H e l e n C r u m p l e r	L i z R e e s e r	G . M c C h a r l e s n	B e a r d . W a y n e	F . M c P h e r l i l	B r u c e S y k e s	J a m e s o n . D a n n y	N e l s o n . J o h n n	L . T u r p i n . C l i f t J o r n
											0	0						40	86
											149	116	117	100	102	92			
											69	53	35	28	29	29			
											0	0							
1	3	5	1	3	4	1	5	1	5	0									
122	84	90	345	381	351	262	164	319	365	342									
											9	6	1	0	0	1			
123	87	95	346	384	355	263	169	320	370	342	227	175	153	128	131	122	40	86	

	0019_FALCON COMMISSIONER FALCON						0020_GO DWIN MA YOR GOD	0021_GODWIN COMMISSIONER GODWIN						0022_LI NDEN MA YOR LIN	0023_LINDEN COMMISSIONER LINDEN				0024_S TEDMAN MAYOR	
	S u e B r i g m a n	D w a y n e D u n n i n g R .	D y l a n . H . I v e y	C h i p L u c a s	C h r i s S t o n e	J . P h i l l i e r s	W i l l i e B u r n e t t e	C o o p e r G e o r g e	M c I n t y r e S c a r l l e t	R o n a l d M c N e i l l	C . S m i t h , D e n n i s r .	J o s e p h S m i t h	F r a n c e s C o l l i e r	J o n a t h a n	C o l l i e r	B a r b a r a n g	C . D e n n i s r .	M i c h a e l H o u g h	S . R o n n e i s	M a r t i n e s
G7A BLACK RIVER						35	25	28	27	20	33									
G7A BLACK RIVER FALCON	84	77	51	91	37	54														
LI65 LINDEN													18	16	16	14	17			
G6A STEDMAN																				119
TOTALS	84	77	51	91	37	54	35	25	28	27	20	33	18	16	16	14	17			119

0025_STEDMAN COMMISSIONER STEDMAN								0026_WA DE MAYO R WADE	0027_WADE COMMISSIONER WADE					
L . C a i n H a r v e y	W i l b e r t H a i r r	M i c h a e l R . H a l l	B . M e l i n d a y	B r a d l e y R o b e r t s	J u s t i n W h i t e	L o u i s W o o d	J o h n n y L a n t h o r n	K e v i n H e r r i n g	B e t h R i t c h i e	B . J o h n n e y	E . S t e r n g e r	D i x o n J e n n e a i f v e r		
G6A STEDMAN	68	60	9	62	65	34	89							
G7B WADE							47	43	36	33	36	32		
TOTALS	68	60	9	62	65	34	89	47	43	36	33	36	32	



City of Fayetteville

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

City Council Action Memo

File Number: 25-5042

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A3

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: December 8, 2025

RE:
Approve City Council Policies Review Committee Recommendation

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:

Goal III: A city invested in Today and Tomorrow

Executive Summary:

The City Council Policies Review Committee met on Tuesday, November 18, 2025. During the meeting the Committee unanimously approved revisions to two Council policies.

The Committee Members are: Mayor Pro Tem Kathy Jensen, Council Member D.J. Haire, and Council Member Derrick Thompson (Chair).

Background:

Staff presented rewritten City Council Policy 155.1 - Real Property - Disposal and Sale and City Council Policy 155.6 - Real Property - Lease. Policy 155.1 was created on May 6, 1985, with revisions in 1995 and 2012. Policy 155.6 was created on September 17, 2001, with revisions in 2009.

Issues/Analysis:

For Real Property, Disposal and Sale the North Carolina General Statute dictates how and why we can dispose of property. City Council Policy 155.1 states that the City follows general statute, explains the internal policy of when someone want to acquire or dispose of property, and includes the real estate work form. The real estate work form is used by City departments to define the financing, what they use the project for, that the requirement for City Council to approve real estate acquisition. The policy also states the City complete due diligence of the appraisals, will get title insurance for any acquisition over \$50,000.00 and appraisals for anything over \$5,000.00 and environmental as needed for any acquisitions.

The current City Council Policy 155.6 stated the for-profit pays 9% of the tax value and 3% for non-profits, airport residential leases were charged fair market value with a 10% reduction for airport noise. The updated policy says all leases will be in a written document form, contain termination clauses, and responsibilities of the lease, and

adequate insurance requirements. The rates were changed from the percentages to fair market value, but if a reduced rate is justified, City Council can approve it, in line with General Statue. The fee schedule will also include CPI adjustments for airport enterprises as well as late fees if someone is late. Staff added once someone is 90-days in arrears, the Finance Department will inform Real Estate and the City Attorney's Office who will then to determine action.

Budget Impact:

N/A

Options:

1. Approve Council Policy Committee recommended revisions Policies 155.1 and 155.6
2. Do not approve Council Policy Committee recommended revisions to Policies 155.1 and 155.6

Recommended Action:

Attachments:

City Council Policy 155.1
Proposed Revised City Council Policy 155.1
City Council Policy 155.6
Proposed Revised City Council Policy 155.6

SUBJECT – CITY COUNCIL Real Property – Disposal and Sale	Number 155.1	Revised 8-21-95 3-26-12	Reviewed Date	Effective Date 5-6-85	Page 1 of 2
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I. Purpose:

The City of Fayetteville strives to dispose of its surplus real property in a fair, equitable, and nondiscriminatory manner which avoids the appearance of favoritism; best serves the general public welfare and increases the ad valorem tax base.

The following procedures are hereby adopted to carry out this policy in compliance with North Carolina law. Nothing in these procedures will be construed to conflict with North Carolina law, the Charter of the City of Fayetteville, or the Fayetteville City Code. These procedures do not attempt to cover rare dispositions or real property such as leasing, equal exchanges between governmental units, or the sale of historic and artistic property.

II. Procedures:

- A. In all real property dispositions, the City shall comply with Article 12 of the North Carolina General Statutes which mandates the various methods available to North Carolina Municipalities for the disposition and conveyance of real property and which mandates the procedure for each available method.
- B. Each Request to acquire real property owned by the City shall be sent to the Real Estate Division. The Real Estate Division will determine how the property was acquired by the City and whether it is surplus to the needs of the City. If property is still in government use, Real Estate will notify the Requestor that the property is not surplus.
- C. Surplus property shall be disposed of according to Article 12 of the North Carolina General Statutes following a determination of the terms of sale which may include but are not limited to the following factors:
 1. The nature of the sale (whether by private negotiation and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange).
 2. The minimum sale price; (if not controlled by Article 12);
 3. The need for and amount of any deposit;
 4. A showing by the purchaser of financial responsibility;
 5. That the purchaser is current on property tax payments;
 6. Whether payment will be by cash or on some other basis;
 7. Whether employees may bid on the property;
 8. The time of closing; and

SUBJECT – CITY COUNCIL Real Property – Disposal and Sale	Number 155.1	Revised 8-21-95 3-26-12	Reviewed Date	Effective Date 5-6-85	Page 2 of 2
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9. Whether the property is sold “as is.

- D. In addition to the determinations of the terms set forth above, and if the surplus property is one which can be conveyed by private sale to a nonprofit entity, the City may consider requests to convey surplus property to a nonprofit organization by private sale without monetary consideration. The recipient must agree to use the property for a continued public purpose. The City shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public purpose by the recipient entity. Prior to making this type of conveyance, the City will determine whether the proposed public purpose is consistent with the City’s comprehensive plans, land use plan, strategic plan or its community development action plan.

If the City deems that the use proposed by the purchasers is in fact a public use, but one not necessarily consistent with the comprehensive plans, land use plan, strategic plan or its community development action plan then Council will follow the standard that the purchase price shall be equal to 50% of the value of the property plus the cost incurred to close the sale and the required public use deed restriction.

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 1 of 6
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I. Subject:

Acquisition and Disposal of City Property

II. Purpose:

The City of Fayetteville strives to acquire and dispose of real property in a fair, equitable, and nondiscriminatory manner to avoid the appearance of favoritism and best serve the general public welfare.

In all real property acquisitions and dispositions, the City shall comply with Article 12 of the North Carolina General Statutes, which mandates the various methods available to North Carolina municipalities for said transactions.

The following procedures are hereby adopted to carry out this policy in compliance with North Carolina law. Nothing in these procedures will be construed to conflict with North Carolina law, the Charter of the City of Fayetteville, or the Fayetteville City Code. These procedures do not attempt to cover rare dispositions of real property such as leasing or equal exchanges between governmental units.

III. Procedures for Acquisition:

A. Acquisition by Negotiation

1. When a specific site has been selected for approval, the appropriate City Department (or outside source) shall provide the Real Estate Manager with a rough property description on the Real Estate Service Request Form (Exhibit A). Sections A and B of the form must be completed and returned.
2. Real Property Title Investigation Procedures will include relevant information regarding property ownership through a 30-year title exam. Tax records, liens, deeds of trust, easements, judgments, civil actions, and other encumbrances will be reported and recorded within a real estate file housed in the Real Estate Division. Any defects in title will be reported to the City Attorney's Office for recommendations on appropriate action.
3. The Real Estate Division Manager (or designee) will brief City Management and the City Council once it has been recommended that a fee simple

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 2 of 6
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purchase move forward. For acquisition of easements or other interests, the respective department requesting the acquisition is responsible for obtaining City Council's approval.

4. On acquisitions over \$50,000.00, a formal Opinion of Title will be provided to a title company, and an Owner's Title Insurance Policy will be secured on behalf of the City by the Real Estate Division and City Attorney's Office.
5. The Real Estate Division may obtain an appraisal of all fee-simple acquisitions over \$5,000.00 by an outside certified appraiser. Funding source requirements (e.g., federal or state) may affect this threshold. It is the responsibility of the requesting department to notify the Real Estate Manager of the funding type to ensure proper procedures are followed.
6. If the City deems it necessary to obtain an Environmental Report on a property, the Real Estate Division will obtain a proposal, circulate it for the City Manager's signature, and retain the signed proposal and final reports within the Division's property files. Findings will be reported to the respective department.
7. The Real Estate Division negotiates acquisitions. Once a negotiated agreement is reached, the Division will work with the City Attorney's Office to prepare the deed, closing statements, and any necessary tax forms for execution at closing. Additional documentation may be required depending on financing involved.
8. After execution, the Real Estate Division will record all required documentation and retain copies within the Division. Original documents will be sent to the City Clerk for permanent storage. Copies will also be sent to the requesting department, Risk Management, and Finance.

B. Acquisition by Donation

1. Subsection A. Acquisition by Negotiation (1)–(3) and (6) are incorporated herein by reference as fully set out.

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 3 of 6
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2. After all due diligence is completed, the Real Estate Division will prepare a City Council Action Memo and Resolution summarizing the findings for approval or denial at a regular City Council meeting.

C. Acquisition by Condemnation

1. Subsection A. Acquisition by Negotiation (1)–(6) are incorporated herein by reference as fully set out.
2. When the Real Estate Manager determines that a negotiated conveyance is not obtainable, they shall inform the City Manager. The City Manager may direct staff to report to City Council that negotiations have been unsuccessful and request authorization to pursue condemnation of the property interest needed.
3. Upon Council adoption of a condemnation resolution, the Real Estate Manager shall coordinate with the City Attorney’s Office to initiate the condemnation proceeding.
4. North Carolina General Statute Chapter 40A process for eminent domain will be followed.
5. Once the condemnation process is complete, documents will be forwarded to the Real Estate Division for recordkeeping. Originals will be sent to the City Clerk for permanent storage.

IV. Procedures for Disposal of City Property

When the City determines there is no current or future use for a subject property, the property is placed on a Surplus Interest List and added to the City of Fayetteville website.

A. Private Negotiation and Sale

1. N.C.G.S. § 153A-163 governs the acquisition of property at a judicial sale, execution sale, or sale made pursuant to a power of sale to secure a debt.
2. N.C.G.S. § 160A-267 governs the private sale of property.

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 4 of 6
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B. Advertisement for Sealed Bids

1. N.C.G.S. § 160A-268 governs the sale of property by advertisement for sealed bids.

C. Negotiated Offer, Advertisement, and Upset Bid

1. N.C.G.S. § 160A-269 governs the procedure for the upset bid process.

D. Public Auction

1. N.C.G.S. § 160A-270 governs the procedure of a public auction.

E. Exchanges

1. N.C.G.S. § 160A-271 governs the procedure for an exchange.

V. Amendments:

1. This policy may be amended by a majority vote of the City Council of the City of Fayetteville, North Carolina, at a regularly scheduled meeting.

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 5 of 6
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EXHIBIT A REAL ESTATE WORK ORDER FORM

Instructions: This form must be completed for services that are requested by departments, divisions, persons, agencies or organizations. If request is for real property acquisitions, sales, or leases, provide a street address, tax map number, Parcel ID or PIN number. If request is for maintenance, provide a street address. If more space is needed, attach it to this form. **Complete all sections that apply. Work will begin when all information is provided.**

SECTION A (MUST BE COMPLETED FOR ALL REQUESTS)

Date:

Request Made By: _____ Phone No.: _____ Email: _____

Dept./Div./Organization/Citizen: _____

PROJECT: _____ Date Needed: _____

Date Project Authorized by / / City Council / / City Manager: _____

FUNDING SOURCE: ____LOCAL ____BONDS ____STATE ____FEDERAL ____HOUSING BONDS ____CDBG ____HOME

Funding Source Responsibility and Account No. _____ Capital Proj. Ordinance # _____ Work Order # _____

Funds Budgeted for this Assignment: \$ _____

**** Please be advised that state and federally funded projects require a 3-6 month time frame. General Fund projects require a minimum of 3 months. WRITTEN REQUIREMENTS FOR FUNDING SOURCES REQUIRED BEFORE ANY PROCESS CAN BE STARTED**

SECTION B – Acquisition (Provide sealed and signed survey or plat map for each property and a set of plans; **REQUIRED: PROVIDE WRITTEN REQUIREMENTS FOR ACQUISITION FOR TYPES OF FUNDING USED**)

Description of Service Needed: _____

Consequences of Project to Property and/or Property Owner: e.g., loss of access, assessments, proximity damage to remainder of property, damage to landscaping, etc. _____

Acquisitions: _____ Number of Survey Maps Attached: _____ (Sealed and signed survey or plat map must be approved by E&I before giving to Real Estate and no revisions should be made after this point without Real Estate being notified in writing)

Legal Description Attached: ____ (Yes) ____ (No) (2 copies needed for each property if applicable)

Property Rights To Be Acquired: ____FEE SIMPLE ____EASEMENT Type of Easement (sewer, greenway, etc.). _____

If a consultant is being used please provide name and contact number _____

SECTION C-1 – Property Dispositions

Request: _____

Property Address: _____

PARCEL OR PIN #:

Property Address: _____

PARCEL OR PIN #:

Property Address: _____

PARCEL OR PIN #:

SECTION C-2 (THIS SECTION COMPLETED BY REAL ESTATE DIVISION)

Estimated Fair Market Value:

☐ Appraisal By: _____ Dated: _____

☐ OTHER (Explain): _____

SECTION D (Notification Letter Request)

SUBJECT – CITY PROPERTY Real Property – Acquisition, Disposal and Sale of Real Property	Number 155.1	Revised 8-21-95 3-26-12 12-XX-25	Effective Date 5-6-85	Page 6 of 6
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Please provide excel spreadsheet showing parcel identification numbers affected, names of property owners, mailing addresses, situs addresses, project name, start date and time frame for project completion. These requests should be made to the Real Estate Division 45 days before project is set to begin. Please provide a synopsis of the project below to be included in the letter.

SECTION E (Miscellaneous Requests – e.g., Market Value Estimates, Surveys, Land Search, Deed, Environmental Assessments [Asbestos, Lead UST's], etc.),:

Provide Description of What is Being Requested and any special instructions:

SECTION F – To Be Completed By Real Estate Manager

Assigned To: _____ Date: _____

SECTION G – To Be Completed by Person(s) Receiving Assignment

Work Completed On (Date): _____

Date Project Completed: _____

Date Project Closed Out: _____

Other Comments: _____

SUBJECT – CITY COUNCIL Real Property - Lease	Number 155.6	Revised 4-13-09	Reviewed Date	Effective Date 9-17-01	Page 1 of 2
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I. SUBJECT:

Lease of City-Owned Residential Real Property and City-Owned Real Property to Nonprofit and For-Profit Organizations

II. PURPOSE:

To adopt an official policy establishing regulations for leasing residential real property and real property to nonprofits. Leases involving economic development projects that create jobs and invest money in the community are not covered by this policy.

III. PROCEDURES:

- A. The City Manager shall have the authority to lease or rent City property for terms of one year or less.
- B. The lease rate will be set at a level that recoups the City's cost to maintain the property while the lessee pays for utility, janitorial services, and parking.
- C. Application for lease must be made to the City of Fayetteville's Real Estate Division with a maximum lease term of one year. Each lease will be effective from July 1 through June 30 of each year. Value of the leased property will be revalidated at lease renewal.
- D. General Procedures for Properties Leased to Nonprofits and For-Profits: Lease rates will be based on the tax value of the leased property. Beginning July 1, 2009, nonprofits will pay 3 percent of tax/appraised value while for-profits will pay 9 percent of the tax/appraised value. For all existing leases at the time of this amendment, rates will be increased 10 percent yearly until such time as the rental rate is met. The first rate change will become effective July 1, 2009.

SUBJECT – CITY COUNCIL Real Property - Lease	Number 155.6	Revised 4-13-09	Reviewed Date	Effective Date 9-17-01	Page 2 of 2
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E. Residential Procedures:

1. The lease rate will be set at a level that reflects the fair market rate of the property. Properties located at the airport will be subject to a 10 percent reduction for airport noise.
2. For airport properties, the Real Estate Division will submit applications for lease for review and approval by the Airport Commission, prior to the execution of the lease agreement. For other residential properties, the Real Estate Division will submit applications for lease renewal to the appropriate department head.

SUBJECT – CITY PROPERTY Real Property - Lease	Number 155.6	Revised 4-13-09 12-XX-25	Effective Date 9-17-01 10-25	Page 1 of 3
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I. SUBJECT:

Lease of City-Owned Residential Real Property and City-Owned Real Property to Nonprofit and For-Profit Organizations

II. PURPOSE:

To establish formal procedures and requirements for leasing municipal real property owned by the City of Fayetteville, North Carolina. This policy ensures compliance with North Carolina General Statutes, particularly N.C.G.S. § 160A-272, and provides a framework for equitable, transparent leasing practices.

III. PROCEDURES:

A. Lease Authority and Approvals

Lease authority and approvals on any property owned by the City of Fayetteville is governed by N.C.G.S. § 160A-272.

B. Leasing Authority Delegated to City Manager

1. The City Manager may approve and execute leases for terms of one year or less without City Council action under N.C.G.S. § 160A-272(b).
2. Such leases must remain consistent with the goals and standards of this policy.

C. Lease Terms and Agreement Requirements

1. All leases must be documented in a written lease agreement, signed by both the lessee, finance authority, and an authorized municipal official.
2. Leases must:
 - Include a termination clause allowing the municipality to end the lease “for cause” or “if the property is required for a public purpose”.
 - Specify responsibilities for maintenance, utilities, and repairs.

SUBJECT – CITY PROPERTY Real Property - Lease	Number 155.6	Revised 4-13-09 12-XX-25	Effective Date 9-17-01 10-25	Page 2 of 3
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- Require lessees to maintain adequate insurance and indemnify the municipality.
- Prohibit assignment or subleasing without prior written consent.

D. Rate Structure and Cost Recovery

1. **General Lease Rates:**

- Rates should reflect the fair market value unless a reduced rate is justified (e.g., public benefit, nonprofit use).
- Lessees are responsible for utility costs, janitorial services, and parking, unless otherwise specified in the lease.
- Rates will be re-evaluated on an annual basis and may include periodic CPI adjustments.
- Late fees will be collected pursuant to the lease terms and fee schedule
- The City’s Finance Department shall notify the Real Estate Division once lease payments, including all late fees, are more than 90 days in arrears.
- The Real Estate Division shall confer with the City Attorney’s Office on the appropriate legal process moving forward.

2. **Residential Properties:**

- Rates must reflect the fair market rental value.
- Properties affected by special conditions (e.g., airport noise) may be eligible for up to a 10% rent reduction.

E. Special Cases

1. **Nonprofit Organizations**

- The municipality may lease property to nonprofits for nominal or below-market rates when the use aligns with a recognized public purpose (e.g., education, cultural, or charitable functions) under N.C.G.S. § 160A-272.

2. **Economic Development Projects**

- Leases associated with economic development are governed by N.C.G.S. § 158-7.1.

SUBJECT – CITY PROPERTY Real Property - Lease	Number 155.6	Revised 4-13-09 12-XX-25	Effective Date 9-17-01 10-25	Page 3 of 3
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F. Review and Oversight

1. All lease applications must be submitted to the City of Fayetteville Real Estate Division.
2. Lease terms should align with the fiscal year (July 1–June 30) and property values must be revalidated annually.
3. Lease agreements shall be maintained in the office of the City of Fayetteville Real Estate Division and monitored for compliance with the aid of the City of Fayetteville Finance Division, including:
 - Rent payments.
 - Insurance coverage.
 - Renewal or termination deadlines.

IV. AMENDMENTS:

This policy may be amended by a majority vote of the City Council of the City of Fayetteville, NC at a regularly scheduled meeting.



City of Fayetteville

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

City Council Action Memo

File Number: 25-5052

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A4

TO: Mayor and Members of City Council

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

FROM: Craig Harmon - Senior Planner

DATE: December 8, 2025

RE:

Approve **P25-51**: A request to conditionally rezone 5 parcels on Hillsboro Street (0437488315000, 0437488518000, 0437488512000, 0437488423000, 0437488219000), consisting of 1.58 acres and owned by Fayetteville Area Operation Inasmuch, from Mixed Residential 5 (MR-5) to Mixed Residential Conditional Zoning (MR-5/CZ).

COUNCIL DISTRICT(S):

2 - Malik Davis

Relationship To Strategic Plan:

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

- **Objective 2.2** - To strategically invest in the enhancement of community places, fostering revitalization, economic opportunity, and an improved quality of life for all residents.

Goal III: City Invested in Today and Tomorrow

- **Objective 3.2** - To proactively guide the City's future growth through thoughtful planning and strategic land use decisions that ensure sustainable development and long-term community resilience.

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

- **Objective 4.6** - To strengthen community well-being by advancing initiatives that reduce poverty, prevent homelessness, and expand access to housing, employment, and essential services.

Executive Summary:

The applicant, Larry King and Associates, has requested to rezone 5 parcels along Hillsboro Street from Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ). There are plans to develop the 5 properties into a residential development consisting of 16 single family houses. The conditional rezoning is necessary to allow for the development of multiple single-family houses on one lot, reduce the parking requirement, and reduce the rear yard setback to 25 feet.

On November 12, the Zoning Commission held a legislative public hearing. The Commission voted 5-0 to recommend approval.

Background:

Owner: Fayetteville Area Operation Inasmuch

Applicant: Larry King and Associates

Requested Action: MR-5 to MR-5/CZ

REID #: 0437488315000, 0437488518000, 0437488512000, 0437488423000, 0437488219000

Status of Property: The subject property consists of one single-family residence located at 610 Hillsboro Street, with the remaining parcels currently undeveloped.

Size: ± 1.58 acres

Surrounding Land Use & Zoning:

- **North:** MR-5 - Undeveloped
- **South:** NC - Transitional Housing (The Lodge by Operation Inasmuch)
- **East:** MR-5 - Undeveloped
- **West:** MR-5 and HI - Single-Family Residential and Warehouse (M&M Smith Storage Warehouse)

Letters Mailed: 138

Land Use Plans:

With the adoption of the *2040 Comprehensive Plan: Future Land Use Map & Plan* on May 26, 2020, all properties located within the City of Fayetteville-and those within its Municipal Influence Area (MIA)-are now guided by the Plan's long-term vision for coordinated growth and reinvestment.

The subject area is designated for **Neighborhood Improvement (NIR)** on the Future Land Use Map. The Neighborhood Improvement character area is intended to encourage revitalization through higher-density residential redevelopment and the introduction of "missing middle" housing types. These include townhomes, duplexes, and small-scale multifamily dwellings designed to blend with existing neighborhood character while expanding housing choice and affordability.

Target areas within this designation typically include clusters of vacant or underutilized parcels where strategic redevelopment can catalyze private investment and neighborhood renewal. Policies within the NIR area emphasize reinvestment, community stabilization, and the creation of vibrant, inclusive residential environments that support walkability, access to services, and a stronger sense of place..

Issues/Analysis:

History:

All but one of the subject properties is currently vacant. A single-family residential home is located at 610 Hillsboro Street. The house was constructed in 1920 according to Cumberland County tax records. Houses, likely of the same age, were previously located on the remaining lots however, over the years the houses have been demolished, and no new development has taken place on these properties.

Surrounding Area:

The area bounded by Hillsboro, Chance, Frink, and Cumberland Streets is primarily residential in character, with many properties currently or formerly used for housing. These residential properties are all zoned Mixed Residential 5 (MR-5). However, there are several notable exceptions to the predominant residential pattern. The most prominent is The Lodge by Operation Inasmuch, located at the northeast corner of Hillsboro and Chance Streets. The Lodge provides transitional housing, and the proposed project on the adjacent properties to the north represents an expansion focused on serving unhoused veterans. Operation Inasmuch has also previously

constructed a duplex at 604 Frink Street, further contributing to supportive housing efforts in the area.

Along Cumberland Street, several Community Commercial (CC) zoned properties support low- to moderate-intensity businesses, including Wiseman Mortuary. Saint Luke African Methodist Episcopal Church of Fayetteville is situated just south of Chance Street. On the west side of Hillsboro Street, M.M. Smith Storage Warehouse Inc. is located within a Heavy Industrial (HI) zoning district.

Conditional Rezoning:

Conditional Rezoning allows a property owner to rezone land to a zoning district with tailored conditions that ensure alignment with the City's adopted plans and help address development impacts. This process may only be initiated by the property owner and follows the standard development review procedures with modifications specific to conditional zoning. Applications must include any proposed conditions and may also request vested rights. The Technical Review Committee reviews the application before the Zoning Commission holds a legislative hearing and issues a recommendation. If no appeal is filed, the City Council may act on the application without another public hearing; otherwise, a legislative hearing is held before final action. Approval requires both a plan consistency statement and a statement of reasonableness. Conditions must conform to City policies and cannot be less restrictive than base zoning standards unless they improve compatibility or planning outcomes. Approved conditions become binding, and only minor deviations may be administratively approved. Material changes require a new rezoning. Conditional zoning districts are designated with a "/CZ" suffix on the Official Zoning Map. If no development application is submitted within two years, the City may revert the zoning.

Specifics of this Conditional Rezoning:

The applicant is requesting a conditional rezoning from Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ) to allow for the development of 16 single family houses on one lot to provide housing to veterans. The proposed use and development plan necessitate a rezoning to a conditional district.

As part of the conditional rezoning request, the applicant has proposed limiting the number of dwelling units on the property to 16 proposed units. In addition to a limit on the number of units, the applicant has offered the condition that the site remain under the ownership of Operation Inasmuch. To address potential site constraints, the applicant has requested a reduction of the rear yard setback from 30 feet to 25 feet and a reduction in the required parking to the sevens spaces shown on the draft site plan instead of the 32 spaces required by the Unified Development Ordinance.

The MR-5 district is intended to accommodate a broad mix of housing types - including single family dwellings - at moderate to high densities, aligning with the proposed site development. By allowing for additional dwellings on site, they will increase the density and in turn be able to provide more, much needed housing.

This tailored approach supports the City's goal for context-sensitive infill development, maintains neighborhood stability, and ensures that any future site redevelopment

would require additional public review and zoning consideration. The conditional limitation strengthens compatibility and predictability for nearby residents and the City.

As required by the Unified Development Ordinance, this development was reviewed by the Technical Review Committee. Following the initial meeting, the applicant made some site adjustments before applying for this rezoning.

Land Use Plan Analysis:

The subject property is designated for Neighborhood Improvement (NIR) development on the City's 2040 Future Land Use Map, adopted in May 2020. Under the Plan, Neighborhood Improvement (NIR). The Neighborhood Improvement character area is intended for higher density redevelopment and "missing middle" housing to increase private reinvestment and revitalize neighborhoods. Target areas include clusters of vacant and/or underutilized parcels. Policies focus on neighborhood improvement and reinvestment.

The rezoning to MR-5/CZ, fulfills key strategies outlined in the Plan's Strategic, Compatible Growth policies (LU-1 and LU-7), which encourage growth in areas served by infrastructure, support reinvestment in established neighborhoods, and promote a mix of housing types.

Consistency and Reasonableness Statements:

The proposed conditional rezoning from MR-5 to MR-5/CZ is consistent with the City of Fayetteville's 2040 Future Land Use Plan, which designates the area for Neighborhood Improvement. The request aligns with the Plan's goals to support context-sensitive infill, preserve stable neighborhoods, and provide diverse housing options within areas already served by infrastructure.

Conclusion:

In conclusion, the proposed conditional rezoning from Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ) for the five parcels along Hillsboro Street is consistent with the City of Fayetteville's 2040 Comprehensive Plan and supports the Neighborhood Improvement (NIR) land use designation. The request facilitates the development of 16 single-family homes to provide housing for veterans, aligning with city goals for infill redevelopment, neighborhood reinvestment, and diverse housing options. The proposed conditions ensure compatibility with surrounding properties while advancing community revitalization and supportive housing objectives.

Budget Impact:

The proposed conditional rezoning is expected to have a neutral budget impact, with no new infrastructure or service demands and minimal potential for increased property tax revenue.

Options:

1. Approve as Presented (Recommended Action): Based on the evidence presented, the Zoning Commission recommends approving the proposed conditional rezoning from Mixed Residential 5 (MR-5) to Mixed Residential 5 - Conditional Zoning

(MR-5/CZ). The Commission finds the request consistent with the City's adopted Future Land Use Plan and reasonable given the long-standing multifamily use of the property, as outlined in the attached Consistency and Reasonableness Statement.

2. Approve with Revised or Additional Conditions: The Zoning Commission recommends approval of the proposed conditional rezoning, subject to revised or additional conditions agreed to in writing by the applicant. Based on the evidence presented, the Commission finds that incorporating the revised conditions enhances compatibility with surrounding uses and strengthens alignment with the City's adopted Future Land Use Plan, as reflected in an amended Consistency and Reasonableness Statement.

3. Denial of the Application: The Zoning Commission recommends denial of the proposed conditional rezoning. Based on the evidence and testimony provided during the legislative hearing, the Commission finds that the requested zoning is inconsistent with the Future Land Use Plan and does not adequately address the area's compatibility or long-term planning objectives.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council **APPROVE** the proposed map amendment from Mixed Residential 5 to **Mixed Residential 5 - Conditional Zoning (MR-5/CZ)**, based on the following findings:

- **Policy Consistency:** The proposed conditional rezoning is consistent with the City's adopted 2040 Future Land Use Plan (FLUP), which designates the area for Neighborhood Improvement. The MR-5 district, and proposed conditions, aligns with land use policies that promote context-sensitive infill, housing variety, and long-term neighborhood stability. The rezoning advances Strategic, Compatible Growth goals identified in policies LU-1, LU-4, LU-6, and LU-7.
- **Contextual Appropriateness:** The proposed rezoning is contextually appropriate because it complements the surrounding residential character and land uses along Hillsboro Street. The project continues the pattern of mixed residential and supportive housing in the area, using vacant lots for compatible infill development. The minor reductions in setback and parking allow for efficient site design without disrupting neighborhood scale or character, while the conditional zoning ensures consistency with city planning goals and community context.
- **Public Interest:** The rezoning serves the public interest by providing much-needed housing for veterans, supporting neighborhood reinvestment, and utilizing existing infrastructure efficiently. It advances the City's 2040 Comprehensive Plan goals for neighborhood improvement, housing diversity, and social equity, while ensuring long-term stability through continued ownership by Operation Inasmuch.

Attachments:

1. Plan Application
2. Aerial Notification Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Property
6. Surrounding Property Photos

7. Consistency and Reasonableness Statement
8. Site Plan

Project Overview**#1893615****Project Title:** OPERATION INASMUCH COTTAGES**Jurisdiction:** City of Fayetteville**Application Type:** 5.2) Conditional Rezoning**State:** NC**Workflow:** Staff Review**County:** Cumberland**Project Location****Project Address or PIN:****Zip Code:** 28301

- 610 HILLSBORO ST (0437488315000)
- 0 HILLSBORO ST (0437488518000)
- 0 HILLSBORO ST (0437488512000)
- 614 HILLSBORO ST (0437488423000)
- 608 HILLSBORO ST (0437488219000)

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

GIS Verified Data**Project Address:**

- 610 HILLSBORO ST
- 0 HILLSBORO ST
- 0 HILLSBORO ST
- 614 HILLSBORO ST
- 608 HILLSBORO ST

General Project Information**Proposed Conditional Zoning District:** MR-5/CZ - Conditional**Lot or Site Acreage to be rezoned:** 1.58

Mixed Residential 5

Was a neighborhood meeting conducted?: No**Date of Neighborhood Meeting:****Number of Residential Units:** 16**Nonresidential Square Footage:** 900**Landowner Information****Landowner Name:** OPERATION INASMUCH**Deed Book and Page Number:** 12157/634, 11881/260,
11881/292, 12152/30,**Written Description of Request - Answer all the questions under this section (upload additional sheets as needed).**

A) Describe the proposed use of the rezoned land, including the proposed types of site improvements, buildings, uses, proposed activities, hours of operation,

B) Describe the proposed conditions that should be applied.:
THE UNITS WILL REMAIN UNDER THE OWNERSHIP OF

and operating characteristics.:

THE PROPOSED DEVELOPMENT WILL CONSIST OF 16 HOMES TO PRIMARILY HOUSE HOMELESS VETERANS UNDER THE SUPERVISION OF OPERATION INASMUCH. THERE WILL ALSO BE A GATHERING CENTER FOR ACTIVITIES.

OPERATION INASMUCH.

Per applicant email on 10/20/2025, conditions are updated to add the following:

Use type to allow multiple single family dwellings on one lot

Reduce parking requirement to the 7 spaces shown on the site plan

Reduction in rear yard setback to 25 feet

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

SOUTH - NC - OPERATION INASMUCH LODGE

WEST - HI - STORAGE/WAREHOUSE

NORTH AND EAST - MR5 - VACANT

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

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

THE DEVELOPMENT IS CONSISTENT WITH THE COMPREHENSIVE PLAN IN THAT THE PLAN CALLS FOR MULTIFAMILY IN THIS LOCATION.

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

OPERATION INASMUCH HAS ONLY RECENTLY ACQUIRED THESE PARCELS AND HAVE PARTNERED WITH INDIVIDUALS TO PROVIDE A MUCH NEEDED SERVICE TO HOMELESS INDIVIDUALS.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:

TO PROVIDE SERVICES AND SHELTER FOR THE HOMELESS COMMUNITY IS A CRISIS IN OUR COMMUNITY.

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

THE ZONING DISTRICT WILL REMAIN THE SAME. THE CZ DESIGNATION IS TO HAVE MORE THAN ONE DETACHED DWELLING ON A SINGLE PROPERTY.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:

OPERATION INASMUCH IS 80% OF THE OPERATIONS IN THE AREA.

F) State the extent to which the proposed amendment might encourage premature development.:

NOT AT ALL.

G) State the extent to which the proposed amendment results in strip-style commercial development.:

THIS DEVELOPMENT IS NOT COMMERCIAL.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:

THE ZONING DISTRICT IS THE SAME.

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

TO NO EXTENT.

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

THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS IN THE VICINITY.

Primary Contact Information

Project Owner

CRAIG MORRISON
FAYETTEVILLE AREA OPERATION INASMUCH
531 HILLSBORO ST
FAYETTEVILLE , NC 28303
P:910-433-2161
LEPLER@LKANDA.COM

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

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

Project Contact - General Contractor

RALPH HUFF
HUFF FAMILY OFFICE
2919 BREEZEWOOD AVE, SUITE 100
FAYETTEVILLE, NC 28303
P:910-302-3608
DRHUFF@HUFFFAMILYOFFICE.COM

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Other

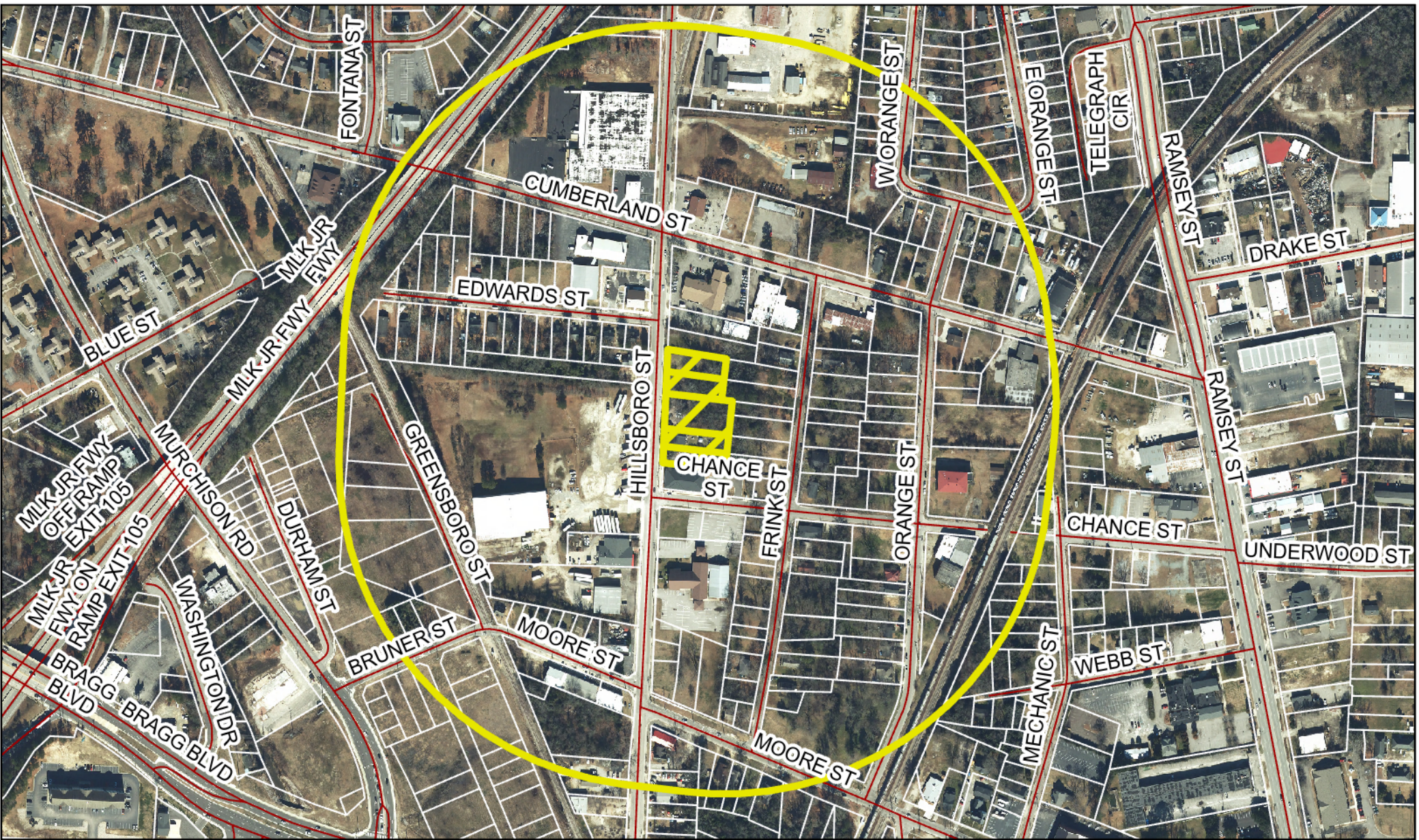
RALPH HUFF
HUFF FAMILY OFFICE
2919 BREEZEWOOD AVE, SUITE 100
FAYETTEVILLE, NC 28303
P:910-302-3608
DRHUFF@HUFFFAMILYOFFICE.COM

Project Contact - Agent/Representative

LORIEPLER
LARRY KING & ASSOCIATES, RLS, PA
1333 MORGANTON RD,, STE 201
FAYETTEVILLE, NC 28305
P:9104834300
LEPLER@LKANDA.COM

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



NC State General Contractor's License Number:



Aerial Notification Map
Case #: P25-51

Request: Mixed Residential 5 (MR-5) to Mixed
Residential 5 Conditional Zoning (MR-5/CZ)

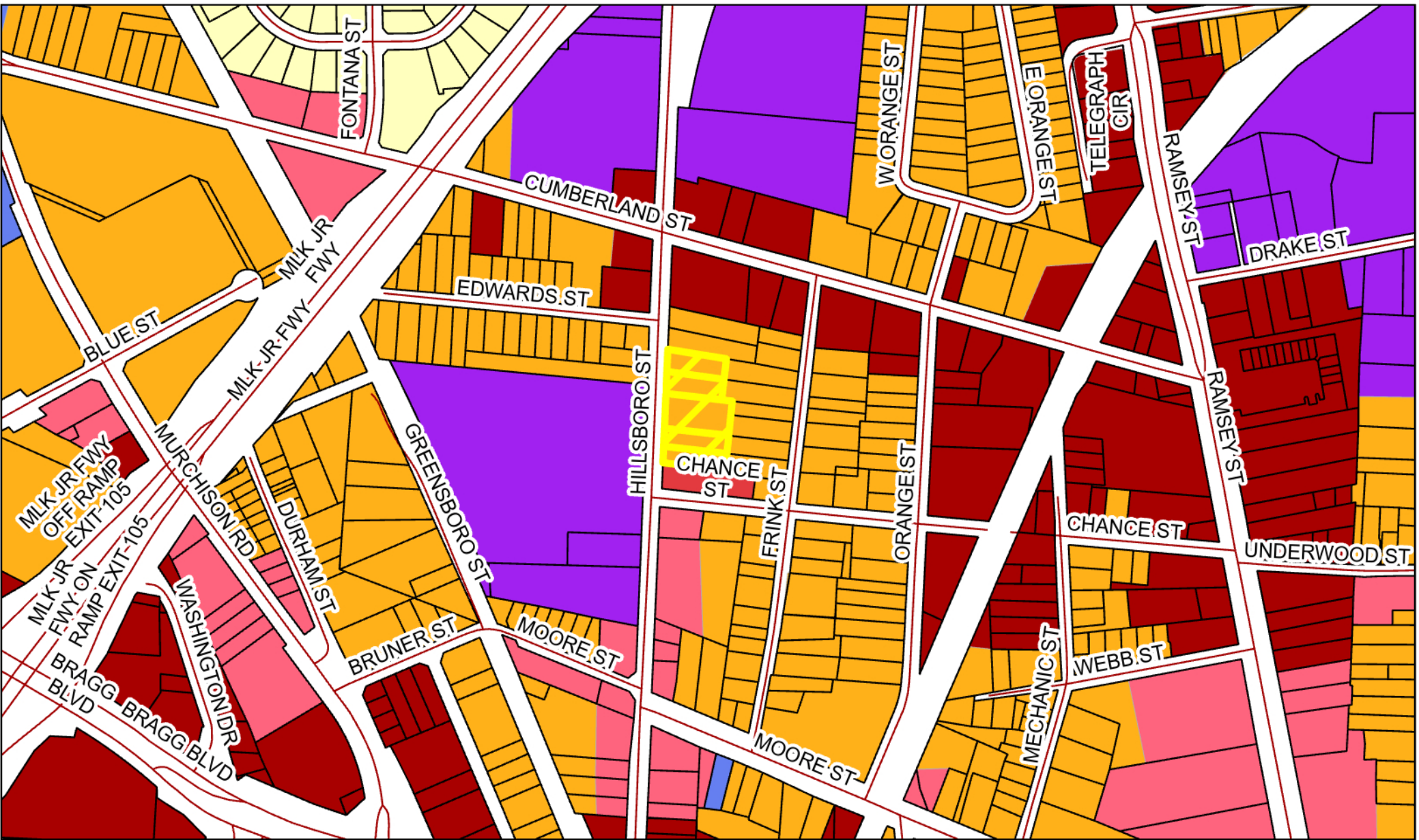
Location: Hillsboro Street
0437488315000, 0437488518000,
0437488512000, 0437488423000,
0437488219000

-  P25-51
-  P25-51 Notification Area



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





Aerial Notification Map

Case #: P25-51

Request: Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ)

Location: Hillsboro Street

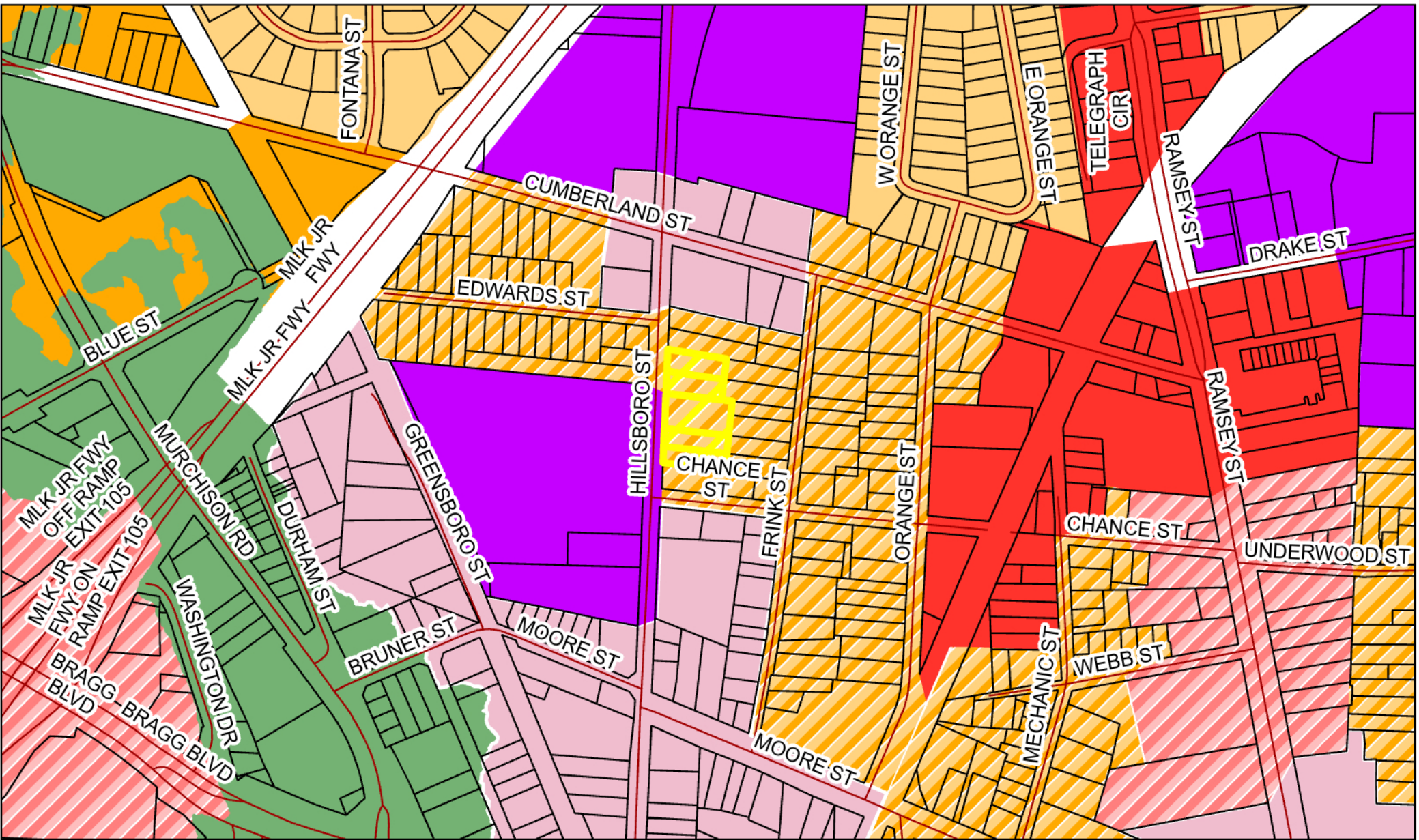
0437488315000, 0437488518000,
0437488512000, 0437488423000,
0437488219000

- Zoning**
- P25-51
 - CC - Community Commercial
 - HI - Heavy Industrial
 - LC - Limited Commercial
 - MR-5 - Mixed Residential 5
 - NC - Neighborhood Commercial
 - OI - Office & Institutional
 - SF-6 - Single-Family Residential 6



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





Land Use Map

Case #: P25-51

Request: Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ)

Location: Hillsboro Street

0437488315000, 0437488518000,
0437488512000, 0437488423000,
0437488219000

P25-51
Land Use Plan 2040
Character Areas

- PARKOS - PARK / OPEN SPACE
- MDR - MEDIUM DENSITY
- NIR - NEIGHBORHOOD IMPROVEMENT
- HDR - HIGH DENSITY RESIDENTIAL
- NMU - NEIGHBORHOOD MIXED USE
- CSR - COMMERCIAL STRIP REDEVELOPMENT
- HC - HIGHWAY COMMERCIAL
- EC - EMPLOYMENT CENTER



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







West



North



South



East

South

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-51 is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals, land use policies, and strategies of the Comprehensive Plan:

Consistency

1. GOALS

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

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1: Encourage growth in areas well-served by infrastructure and urban services.	X	
1.1 – Work with the Public Works Commission and other utility providers to ensure that public facilities and services are planned in a coordinated manner.	X	
1.6: Require adequate infrastructure to be in place prior to or in tandem with new development.	X	
1.7: Encourage a logical progression of housing development and discourage “leapfrog” development	X	
LUP 3: Encourage Redevelopment Along Underutilized Commercial Strip Corridors and Reinvestment in Distressed Residential Neighborhoods	X	
3.1: Examine and identify targeted redevelopment and infill areas throughout the city	X	
3.2: Identify potential barriers for redevelopment and reinvestment and provide flexibility through modification to development regulations while maintaining high standards	X	
LUP 4: Create Well-Designed and Walkable Commercial and Mixed-Use Districts	X	
4.1: Ensure new development meets basic site design standards	X	
4.2: Encourage context-sensitive site design	X	
LUP 6: Encourage Development Standards That Result in Quality Neighborhoods	X	

6.1: Encourage quality neighborhood design through maintaining and improving standards for streets, sidewalks, stormwater, and open space.	X	
LUP 7: Encourage a Mix of Housing Types for All Ages and Incomes	X	
7.1: Allow a mix of housing, including attached and multi-family homes, to create diverse neighborhoods, especially within or near Downtown and designated Regional, Community, and Neighborhood Centers.	X	
7.2: Allow a mix of smaller scale detached and attached housing in Medium Density Residential and Neighborhood Improvement areas.	X	
7.3: Work with non-profits to increase affordable and workforce housing.	X	

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

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

Reasonableness

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

- X The proposed use(s) will benefit the surrounding community through size, physical conditions, and other attributes.
- X The amendment includes conditions that limit potential negative impacts on neighboring uses.
- X The proposed uses address the needs of the area and/or the City.
- X The proposal adapts the zoning code to reflect modern land-use trends and patterns.

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

- X Improves consistency with the long-range plan.
- X Improves the tax base.

_____ Preserves environmental and/or cultural resources.

 X Facilitates a desired kind of development.

 X Provides needed housing/commercial area.

Additional comments, if any (write-in):

Date

Chair Signature

Print



NOTES:
0437488518000, 0437488512000,
0437488423000, 0437488315000,
0437488219000,
AREA 1.58 AC
ZONED MR5
UNITS = 16
WATER AND SEWER BY PWC

ENGINEERING - SURVEYING - DESIGNING - DRAFTING
Larry King & Associates, R.L.S., P.A.
P.O. Box 53787
1333 Morganton Road, Suite 201
Fayetteville, North Carolina 28305
P. (910) 483-4300 F. (910) 483-4052
NC Firm License C-0887
www.LKandA.com

Client:
HUFF FAMILY
BUSINESS
CONTACT:
D. RALPH HUFF, III

Project:
OPERATION
INASMUCH
COTTAGES
HILLSBORO ST
OPTION 5

tax id #:	VARIES
township:	CROSS CREEK
county:	Cumberland
state:	NC
job no.:	P23-045
date:	11/15/2024
drawn by:	LSE
survey by:	
checked by:	

PRELIMINARY
DO NOT USE FOR CONSTRUCTION
THIS DRAWING HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT OR OTHER REGULATIONS.



City of Fayetteville

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

City Council Action Memo

File Number: 25-5053

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A5

TO: Mayor and Members of City Council

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

FROM: Craig Harmon, CZO - Senior Planner

DATE: December 8, 2025

RE:

Approve **P25-52**: A request to conditionally rezone a portion of 730 Filter Plant Drive (0428906947000), consisting of 13.2 acres and owned by City of Fayetteville, from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ).

COUNCIL DISTRICT(S):

2 - Malik Davis

Relationship To Strategic Plan:

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

Objective 2.2 - To strategically invest in established community places and emerging corridors to foster revitalization, attract reinvestment, and enhance the overall quality of life for residents. This goal emphasizes the importance of supporting neighborhood-scale commercial opportunities and adaptive reuse projects that strengthen local economies and create vibrant, accessible destinations within the city.

Goal III: City Invested in Today and Tomorrow

Objective 3.2 - To proactively manage the City's future growth and guide strategic land use decisions that balance development with community character. This objective promotes thoughtful zoning transitions, infrastructure efficiency, and context-sensitive development patterns that sustain Fayetteville's long-term vision for coordinated, sustainable growth.

Executive Summary:

The applicant has requested to conditionally rezone 13.2 acres of an overall 150.77 acre site at 730 Filter Plant Drive from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ). The subject property is the site of the Glenville Lake Water Treatment Plant. The conditional rezoning is intended to address the non-conforming status of the water treatment plant site. The site was developed in 1942 prior to the adoption of the Unified Development Ordinance.

On November 12, the Zoning Commission held a legislative public hearing regarding this case. The commission voted 5-0 to recommend approval.

Background:

Owner: City of Fayetteville

Applicant: Fayetteville Public Works Commission (PWC)

Requested Action: Rezoning from LC (Limited Commercial) to LI/CZ (Light Industrial

/ Conditional Zoning) - portion of overall parcel

REID #: 0428906947000

Status of Property: Mazarick Park and Glenville Lake Water Treatment Facility

Acreage: ±13.2 acres (of total ±150.77-acre site)

Surrounding Land Use & Zoning:

- **North:** MR-5 - Developed with single-family residences and vacant residential lots.
- **South:** SF-6, MR-5, and CC - Includes Senior Center East and vacant parcels poised for future development.
- **East:** LC - Bronco Square commercial area, featuring neighborhood retail and service uses.
- **West:** SF-6 - Glenville Lake and Tennis Center (currently under construction), contributing to the area's recreational and civic framework.

Letters Mailed: 648

Land Use Plans and Policy Context

Following the adoption of the **2040 Comprehensive Plan: Future Land Use Map & Plan** on **May 26, 2020**, all properties within the City of Fayetteville and its **Municipal Influence Area (MIA)** are subject to the land use policies and development guidance established in the Plan. The 2040 Plan envisions a balanced growth framework emphasizing infill development, reinvestment in aging corridors, and sustainable utilization of public assets.

The **subject site** is designated for **Office & Institutional** and **Commercial Strip Redevelopment** on the **Future Land Use Map**-two designations that reflect the city's goals for coordinated redevelopment, public service enhancement, and mixed-use revitalization.

- **Office & Institutional (O/I):**

This designation supports medium-intensity nonresidential uses such as offices, flex space, light industrial operations, warehousing, and major institutional facilities like schools or public utilities. Developments within this category often cluster to form efficient employment or service hubs that benefit from shared infrastructure and proximity to major corridors. The inclusion of the Glenville Lake Water Treatment Facility within this area reflects its vital public utility role and consistency with the O/I intent.

- **Commercial Strip Redevelopment (CSR):**

This designation is intended to promote reinvestment and transformation of traditional commercial strip areas into vibrant, mixed-use corridors that blend commercial, office, and higher-density residential development. The goal is to stimulate private investment, enhance corridor aesthetics, and strengthen neighborhood connectivity. Areas within this category are targeted for revitalization to better serve adjacent residential communities and support nearby institutional and recreational anchors such as Mazarick Park.

In this context, the proposed **LI/CZ** rezoning represents a measured and strategic adjustment-aligning with Fayetteville's long-term land use goals to modernize public service infrastructure, encourage compatible reinvestment, and support the City's economic resilience and operational efficiency. The conditional zoning framework ensures the continued protection of surrounding residential neighborhoods and parkland, maintaining a careful balance between functional necessity and community character.

Issues/Analysis:

The subject property encompasses several key public facilities and community assets - **Glenville Lake**, the **Glenville Lake Water Treatment Facility**, **Mazarick Park**, and the **Mazarick Park Tennis Center** (currently under construction).

The **Glenville Lake Water Treatment Facility**, a cornerstone of Fayetteville's public utility infrastructure, was originally constructed in **1942** with a treatment capacity of **3 million gallons per day (MGD)**. Over the decades, the facility has undergone four major expansions between **1949 and 1994**, increasing its capacity to **18 MGD** to meet the City's growing demand for safe and reliable drinking water.

Mazarick Park, established in **1989**, has become one of Fayetteville's signature recreational destinations, offering a balance of natural and programmed spaces. In **2023**, the City initiated the **Mazarick Park Tennis Center** project to expand the park's recreational amenities and further enhance public access to high-quality community facilities.

Surrounding Area

The overall 150.77-acre parcel is located within a diverse urban context, surrounded by a blend of **residential, commercial, and institutional uses**. The area benefits from its proximity to major transportation corridors, including **Bragg Boulevard** and **Murchison Road**, which serve as key north-south connectors supporting both neighborhood and regional activity centers.

Immediately adjacent to the area proposed for rezoning, land uses reflect a mix of established neighborhoods and active commercial corridors.

- **North:** The **Coley Drive** area, zoned **MR-5**, represents a high-density residential neighborhood characterized by a mix of occupied homes and vacant infill lots.
- **East:** The **Bronco Square commercial district**, zoned **LC**, anchors local retail and service activity, featuring small businesses, restaurants, and personal service establishments that serve the nearby community and Fayetteville State University.
- **South:** The recently opened **Senior Center East** and several vacant parcels zoned **SF-6**, **MR-5**, and **CC** indicate ongoing public and private reinvestment in the corridor.
- **West:** The remainder of the parcel, encompassing **Glenville Lake** and the **Mazarick Park Tennis Center (under construction)**, functions as a recreational and environmental buffer.

This mix of land uses and zoning districts illustrates the site's transitional setting - one that integrates public infrastructure, recreation, and small-scale residential and commercial development within a cohesive urban fabric.

Conditional Rezoning Overview

A **Conditional Rezoning (CZ)** provides a mechanism for property owners to tailor development to specific uses and site conditions, ensuring compatibility with the **City's adopted plans and policies**. Unlike general "straight" zoning, conditional rezoning establishes binding site-specific conditions that address potential impacts and guide future development.

The process, governed by **Section 30-2.C of the Unified Development Ordinance (UDO)**, includes review by the **Technical Review Committee (TRC)**, a public hearing before the **Zoning Commission**, and final action by the **City Council**. Approved conditions are legally enforceable and are shown on the Official Zoning Map with a

“/CZ” suffix.

Specifics of the Conditional Rezoning

The requested rezoning from **Limited Commercial (LC)** to **Light Industrial / Conditional Zoning (LI/CZ)** applies to approximately **13.2 acres** of the overall site. The intent is to bring the property's long-standing public utility use into conformance with current zoning regulations. The existing **LC** district does not permit **Major Utilities**, which include water treatment facilities; however, the site has been in continuous operation since 1942, predating both the current zoning framework and the adoption of the **Unified Development Ordinance (UDO)**.

To ensure the continued operation and regulatory compliance of the facility, the applicant - the **Fayetteville Public Works Commission (PWC)** - has proposed the following **six site-specific conditions**:

1. The property shall be limited to use as a **municipal water treatment facility**, including associated infrastructure and support operations. No other industrial uses permitted under LI zoning shall be allowed without future rezoning or modification of conditions.
2. The facility shall continue to operate **24 hours a day, seven days a week**, to maintain uninterrupted public water service.
3. Vehicular access shall be limited to **existing driveways**. No significant increase in traffic volume is anticipated. Any future access modifications will be reviewed in coordination with the **City's Traffic Engineering Division**.
4. **Existing vegetative buffers and fencing** shall be maintained. Any future site improvements shall incorporate appropriate screening and landscaping to preserve the character of adjacent properties.
5. The facility shall continue to comply with all applicable **local, state, and federal environmental regulations**, including those related to water quality, chemical storage, and discharge management.
6. **Reduction of required setback (Section 30-4.C.3.j)**: The setback shall be reduced from **100 feet to 30 feet** around the site perimeter to address existing nonconformities while maintaining adequate separation from neighboring properties.

The **Technical Review Committee** reviewed the application and provided standard departmental comments from Fire, Engineering, Environmental Services, and other relevant divisions.

This rezoning will modernize the site's regulatory status, resolving nonconformities and facilitating the **continued operation and potential future expansion** of an essential municipal utility serving Fayetteville's residents and businesses.

Land Use Plan Analysis

The **2040 Comprehensive Plan** designates the subject property as part of two future land use categories: **Office & Institutional (O/I)** and **Commercial Strip Redevelopment (CSR)**.

- **Office & Institutional (O/I)**:

Supports medium-intensity nonresidential uses, including light industrial, office, flex space, warehousing, and institutional facilities such as schools and utilities. The Glenville Lake Water Treatment Facility aligns perfectly with this designation as a critical piece of public infrastructure that provides essential city services.

- **Commercial Strip Redevelopment (CSR)**:

Encourages transformation of older, underutilized commercial areas into vibrant,

mixed-use corridors. These areas are intended to integrate retail, office, and higher-density residential uses to spur private investment and improve visual and functional quality.

The proposed **LI/CZ** rezoning is **consistent** with these designations, as it allows continued public utility use in a manner that supports Fayetteville's long-term goals for **strategic reinvestment, infrastructure modernization, and efficient land use management**.

Consistency and Reasonableness Statement

The proposed conditional rezoning from **LC to LI/CZ** is **consistent** with the **City of Fayetteville's 2040 Future Land Use Plan**, which designates the site for **Office and Institutional** uses. The request is **reasonable and in the public interest**, as it ensures the ongoing operation of a vital public facility while bringing the property into compliance with current zoning standards.

Conclusion

In conclusion, the proposed **conditional rezoning** will resolve long-standing nonconformities and ensure that the **Glenville Lake Water Treatment Facility** continues to operate as an essential public utility for the City of Fayetteville. The accompanying conditions balance operational needs with community compatibility, preserving existing buffers and limiting future impacts.

The rezoning supports the goals of the **2040 Comprehensive Plan** by promoting efficient use of developed land, maintaining critical infrastructure, and reinforcing the City's commitment to sustainable public investment. In doing so, the proposal not only safeguards an essential municipal service but also strengthens Fayetteville's foundation for growth, resilience, and long-term community well-being.

Budget Impact:

The proposed conditional rezoning is anticipated to have a neutral fiscal impact on the City's budget. Because the site is already developed and operating as a long-standing municipal facility, no new infrastructure extensions, capital improvements, or additional public services are required to accommodate the use. Ongoing operations are expected to continue within existing service parameters, resulting in minimal change to property tax revenue while maintaining stable and efficient delivery of essential public utilities.

Options:

1. Approve as Presented (Recommended Action): Based on the evidence presented, the Zoning Commission recommends approving the proposed conditional rezoning from Limited Commercial (LC) to Light Industrial - Conditional Zoning (LI/CZ). The Commission finds the request consistent with the City's adopted Future Land Use Plan and reasonable given the long-standing multifamily use of the property, as outlined in the attached Consistency and Reasonableness Statement.

2. Approve with Revised or Additional Conditions: The Zoning Commission recommends approval of the proposed conditional rezoning, subject to revised or additional conditions agreed to in writing by the applicant. Based on the evidence presented, the Commission finds that incorporating the revised conditions enhances compatibility with surrounding uses and strengthens alignment with the City's adopted Future Land Use Plan, as reflected in an amended Consistency and Reasonableness Statement.

3. Denial of the Application: The Zoning Commission recommends denial of the proposed conditional rezoning. Based on the evidence and testimony provided during the legislative hearing, the Commission finds that the requested zoning is inconsistent with the Future Land Use Plan and does not adequately address the area's compatibility or long-term planning objectives.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommends that the **City Council** move to **approve** the proposed map amendment from **Limited Commercial (LC)** to **Light Industrial - Conditional Zoning (LI/CZ)** based on the following findings:

- **Policy Consistency:**

The proposed conditional rezoning is **consistent with the City's adopted 2040 Future Land Use Plan (FLUP)**, which identifies the area for **Office & Institutional** and **Commercial Strip Redevelopment**. The Light Industrial district-when paired with the offered conditions-**supports the intent of these designations by reinforcing the continued use of public utility infrastructure within an established service area**. The request also **advances the City's Strategic and Compatible Growth objectives (LU-1)** by ensuring that essential municipal operations remain functionally integrated into the broader urban framework.

- **Contextual Appropriateness:**

The rezoning is **contextually appropriate and compatible** with surrounding land uses. It primarily serves to **bring an existing, long-standing municipal facility into conformity** with current zoning regulations, without introducing adverse impacts to nearby residential or commercial properties. The proposed conditions ensure that **site operations remain well-buffered, environmentally compliant, and visually consistent** with the surrounding area.

- **Public Interest:**

The proposed map amendment clearly **advances the public interest** by facilitating the continued operation and potential modernization of a **critical public utility-the Glenville Lake Water Treatment Facility**. Maintaining and enhancing this facility directly supports **public health, safety, and welfare** by ensuring reliable access to clean water for the residents and businesses of Fayetteville.

Attachments:

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

Project Overview

#1893527

Project Title: Glenville Water Treatment Plant - PWC**Jurisdiction:** City of Fayetteville**Application Type:** 5.2) Conditional Rezoning**State:** NC**Workflow:** Staff Review**County:** Cumberland**Project Location****Project Address or PIN:** 730 FILTER PLANT DR
(0428906947000)**Zip Code:** 28301**Is it in Fayetteville? If you're not sure, click this link:** [Cumberland County Tax Office GIS system](#)**GIS Verified Data****Project Address:** 730 FILTER PLANT DR**General Project Information****Proposed Conditional Zoning District:** LI/CZ - Conditional
Light Industrial**Lot or Site Acreage to be rezoned:** 13.2**Was a neighborhood meeting conducted?:** No**Date of Neighborhood Meeting:****Number of Residential Units:** 0**Nonresidential Square Footage:** 0**Landowner Information****Landowner Name:** City of Fayetteville**Deed Book and Page Number:** 5270-0282**Written Description of Request - Answer all the questions under this section (upload additional sheets as needed).**

A) Describe the proposed use of the rezoned land, including the proposed types of site improvements, buildings, uses, proposed activities, hours of operation, and operating characteristics.:

The subject property, currently zoned LC (Light Commercial), has operated continuously as a water treatment facility since 1942. The applicant, **Fayetteville Public Works Commission (PWC)**, is requesting a rezoning to **LI (Light Industrial) with conditions** to bring the property into zoning compliance while maintaining its long-standing use.

Proposed Use and Activities:

- Continued operation as a **water treatment facility**.
- Activities include **water intake, filtration, chemical**

B) Describe the proposed conditions that should be applied.:

To ensure compatibility with surrounding land uses and to address any potential concerns, the following conditions are proposed as part of the rezoning to Light Industrial (LI):

1. Use Limitation

The property shall be limited to use as a **municipal water treatment facility**, including associated infrastructure and support operations. No other industrial uses permitted under LI zoning shall be allowed without a future rezoning or modification of conditions.

2. Hours of Operation

The facility shall continue to operate **24/7**, as required for uninterrupted public utility service.

treatment, storage, and distribution.

- **Future construction of a Granular Activated Carbon (GAC) facility** is planned. This facility will enhance the treatment process by targeting the removal of **per- and polyfluoroalkyl substances (PFAS)**, also known as forever chemicals, which are a growing concern for public health and environmental safety.
- The GAC facility will be integrated into the existing treatment process and will not introduce any new or incompatible uses to the site.

Hours of Operation:

- The facility operates **24 hours a day, 7 days a week**, to ensure continuous water service to the community.

Operating Characteristics:

- The site is secured and fenced, with limited public access.
- Operations are conducted indoors or within enclosed structures to minimize noise, odor, and visual impacts.
- Traffic is minimal and primarily limited to staff and service vehicles.

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

The subject property is surrounded by a mix of zoning districts and land uses that reflect a blend of commercial, institutional, residential, and utility functions:

- **East:** Zoned **LC (Light Commercial)**, this area includes a variety of **mixed commercial businesses**.
- **North:** A combination of **OI (Office-Institutional)** and **MR5 (Mixed Residential)** zoning. These areas include **institutional uses** and **residential developments**.
- **Northwest:** An **existing lake** that serves as a **water source for the treatment facility**. This natural feature is integral to the facility's operation and provides a buffer from other land uses.
- **South (across the road):** Zoned **CC (Community Commercial)** and **MR5**. The CC-zoned parcel contains an **existing electrical substation**, while the MR5-zoned area is a **recreational facility**, offering community-serving amenities.

3. Traffic and Access

Vehicular access shall be limited to existing driveways. No significant increase in traffic volume is anticipated. Any future changes to access points or traffic patterns will be coordinated with the City's traffic engineering division.

4. Screening and Buffering

Existing vegetative buffers and fencing shall be maintained. Any new improvements will include appropriate screening to preserve the character of adjacent properties.

5. Environmental Compliance

The facility shall continue to operate in compliance with all applicable local, state, and federal environmental regulations, including those governing water quality, chemical storage, and discharge.

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

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

The proposed rezoning of the subject property from LC (Light Commercial) to LI (Light Industrial) with conditions is consistent with the goals and strategies outlined in the City of Fayetteville's 2040 Comprehensive Plan and supporting long-range planning documents.

1. Alignment with Future Land Use Goals

The 2040 Comprehensive Plan emphasizes the importance of maintaining and enhancing public infrastructure, including water and

utility services, as a foundation for sustainable growth and development. The continued operation of the water treatment facility directly supports this objective by ensuring reliable access to clean water for the community.

2. Compatibility with Land Use Policies

The plan encourages the preservation and adaptive reuse of existing infrastructure, particularly in areas where public utilities are already in place. The facility has operated in this location since 1942, and the proposed rezoning does not introduce a new use but rather formalizes an existing one. This approach aligns with the plans strategy to reduce land use conflicts and promote efficient land utilization.

3. Environmental and Operational Considerations

The facilities operations are consistent with the plans emphasis on environmental stewardship and infrastructure resilience. The site is adjacent to a lake that serves as a water source, and the facilities continued use under LI zoning ensures that environmental safeguards and operational standards remain in place.

4. Support from Related Planning Documents

The Citys long-range planning documents, including the Recommendations Report and the 2030 Growth Vision Plan, support the modernization and zoning compliance of essential public services. These documents advocate for infrastructure that keeps pace with community needs and for land use decisions that reinforce the citys service delivery capabilities.

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

There are changed conditions that support and necessitate the proposed rezoning amendment:

1. Zoning Compliance for Longstanding Use

Although the facility has operated as a water treatment plant since 1942, it is currently zoned LC (Light Commercial), which does not accurately reflect the property's actual use. The proposed rezoning to LI (Light Industrial) with conditions is necessary to bring the property into compliance with the Citys Unified Development Ordinance and to ensure regulatory alignment for continued operations.

2. Modernization and Infrastructure Investment

The facility has undergone or is planning operational upgrades to improve efficiency, safety, and environmental performance.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions directly addresses a critical and ongoing community need for safe, reliable, and regulation-compliant water infrastructure.

1. Longstanding Public Utility Use

The facility has operated as a water treatment plant since 1942, serving as a cornerstone of Fayettevilles public water system. Its continued operation is essential to meeting the daily water demands of residents and businesses, as well as supporting fire protection and public health.

2. Zoning Compliance for Essential Services

The current LC zoning designation does not permit water treatment as a by-right use. Rezoning to LI with conditions will bring the facility into compliance with the Citys zoning ordinance, ensuring that the site can continue to operate legally and efficiently. This is particularly important as the facility undergoes periodic upgrades to meet evolving regulatory standards.

3. Environmental and Public Health Imperatives

Recent state and federal initiatives have emphasized the need to address emerging contaminants such as PFAS in drinking water. The Glenville facility is part of a broader infrastructure strategy that includes significant investment in advanced treatment technologies to ensure compliance with new health-based standards. Rezoning supports these efforts by enabling necessary improvements and operational continuity.

4. Community Investment and Resilience

The facilities role in Fayettevilles water infrastructure has been recognized through state funding and planning support. Continued operation under appropriate zoning ensures that the communitys investment in this critical asset is protected and that the facility remains resilient in the face of future challenges.

5. Avoiding Service Disruption

Failure to rezone the property could jeopardize permitting for future upgrades or expansions, potentially disrupting service or delaying compliance with environmental mandates. The proposed amendment ensures that the facility can continue to operate without legal or regulatory uncertainty.

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

The proposed rezoning to **Light Industrial (LI) with conditions** is compatible with the surrounding land uses and zoning designations and is the most appropriate district for the continued operation of the water treatment facility.

1. Compatibility with Existing Uses:

- The facility has operated in this location since **1942**, predating much of the surrounding development.
- Adjacent uses include:
 - **East:** Light Commercial (LC) with mixed commercial businesses.
 - **North:** Office-Institutional (OI) and Mixed Residential (MR5).
 - **Northwest:** A lake that serves as a water source for the facility.
 - **South:** Community Commercial (CC) for an electrical substation and MR5 for a recreational facility.
- The facility is **low-impact**, with limited traffic, no retail activity, and operations largely contained within existing structures. This makes it **compatible with both commercial and institutional neighbors**.

2. Appropriateness of the LI Zoning District:

- LI zoning is appropriate for **public utility infrastructure**, including water treatment plants, which are not permitted under the current LC zoning.
- The conditional nature of the rezoning ensures that **only the existing use** a municipal water treatment facility will be permitted, preventing the introduction of unrelated industrial activities.
- The rezoning will **formalize the existing use**, allowing for continued operation and future upgrades in compliance with zoning regulations.

3. Buffering and Transition:

- The site is **naturally buffered** by the adjacent lake and existing vegetation.
- The facility's design and operations are **non-intrusive**, and the proposed conditions will maintain compatibility with nearby residential and recreational uses.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions supports a logical and orderly development pattern for the following reasons:

1. Longstanding Use and Infrastructure Compatibility

The facility has operated as a water treatment plant since 1942, predating much of the surrounding development. Its continued use under a zoning designation that formally recognizes its function ensures consistency with the built environment and avoids introducing incompatible land uses.

2. Infrastructure and Utility Alignment

The site is developed with utility infrastructure, including water intake, treatment, and distribution systems. The rezoning aligns with Fayetteville's Unified Development Ordinance, which encourages the efficient use of existing infrastructure and the clustering of utility-related uses in appropriate zones.

4. Compliance with Planning Principles

The rezoning supports the City's goals for orderly growth by:

- Maintaining essential public services in place.
- Avoiding unnecessary relocation or duplication of infrastructure.
- Ensuring zoning consistency for permitting and future improvements.

F) State the extent to which the proposed amendment might encourage premature development.:

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions is not expected to encourage premature development. Instead, it represents a **formalization of an existing, long-established use** that has operated continuously since 1942.

1. No Change in Use or Intensity

The rezoning does not introduce a new or speculative use. As such, the amendment does not create new development pressure on

surrounding parcels.

2. Conditional Zoning Limits Future Development

The proposed conditions restrict the use of the property exclusively to water treatment and related public utility functions. This prevents the introduction of unrelated industrial activities that could otherwise trigger broader development interest in the area.

3. Reinforces Orderly Development Patterns

By bringing the property into zoning compliance and maintaining its current use, the amendment supports a logical and stable land use pattern. It avoids the uncertainty that can arise from non-conforming uses and ensures that future improvements are reviewed under appropriate zoning standards

G) State the extent to which the proposed amendment results in strip-style commercial development.:

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions represents a continuation of a long-standing public utility use that is **inherently distinct from commercial retail or service-oriented development patterns**.

1. No Commercial Frontage or Retail Activity

Strip-style commercial development typically involves linear arrangements of retail or service businesses along major roadways, often with high turnover, signage, and vehicular access points. The Glenville facility:

- Has **no retail or customer-facing operations**.
- Is **not subdivided into multiple commercial parcels**.
- Does not generate **frequent customer traffic** or signage typical of strip development.

2. Secure, Enclosed, and Low-Impact Site Design

The facility is a **secured, fenced utility site** with limited access and minimal visual impact. Operations are contained within existing structures and do not encourage or support adjacent commercial sprawl.

3. Conditional Zoning Prevents Commercial Encroachment

The proposed LI zoning is **conditioned to limit the use strictly to water treatment and related infrastructure**. This ensures that no commercial or industrial uses typical of strip development can be introduced without further public review and approval.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions does **not** result in the creation of an isolated zoning district. Instead, it reflects a logical and contextually appropriate adjustment that aligns with the facility's long-standing use and the surrounding land use pattern.

1. Historical and Functional Continuity

The facility has operated as a water treatment plant since 1942. The proposed LI zoning with conditions is intended solely to bring the property into compliance with current zoning regulations not to introduce a new or unrelated use.

2. Conditional Zoning Prevents Unrelated Industrial Uses

The rezoning is proposed as **LI with conditions**, which limits the use of the property exclusively to water treatment and related public utility functions. This ensures that the zoning designation remains tightly aligned with the existing use and does not open the door to unrelated industrial development that could be considered incompatible.

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

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions is not expected to result in significant adverse impacts on the property values of surrounding lands. In fact, the amendment is designed to preserve the status quo of a long-standing public utility use while enhancing regulatory compliance and operational stability.

1. Continuation of an Existing Use

The facility has operated as a water treatment plant since 1942. The rezoning does not introduce a new or intensified use but rather formalizes the existing one. This continuity minimizes the potential for disruption or uncertainty that could negatively affect nearby property values.

2. Conditional Zoning Limits Potential Impacts

The proposed LI zoning is accompanied by strict conditions that limit the use of the property exclusively to water treatment and related infrastructure. This ensures that no unrelated industrial activities such as manufacturing or warehousing can occur on the site, thereby protecting the character and value of adjacent residential and commercial properties.

3. Buffering and Site Design

The facility is buffered by natural features, including a lake to the northwest, and is screened from adjacent properties by fencing and vegetation. These physical buffers help mitigate visual and noise impacts, preserving the aesthetic and environmental quality of the surrounding area.

4. No Evidence of Market Sensitivity to Utility Zoning

Unlike cases where industrial rezoning introduces new, high-impact uses (e.g., manufacturing or heavy equipment operations), public utility infrastructure especially when long-established and well-buffered has not been shown to significantly depress surrounding property values. In fact, reliable public services such as water treatment are often viewed as essential infrastructure that supports stable property values.

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

The proposed rezoning of the Glenville Lake Water Treatment Facility from LC (Light Commercial) to LI (Light Industrial) with conditions is not expected to result in significant adverse impacts on the natural environment. Any future improvements will be subject to environmental review and permitting, including erosion control and stormwater management requirements. In fact, the amendment supports environmental protection and regulatory compliance in several key ways:

1. Continuation of an Existing, Regulated Use

The facility has operated as a water treatment plant since 1942 and is already subject to stringent environmental regulations at the local, state, and federal levels. The rezoning does not introduce a new use or expand the facility's footprint, but rather brings the zoning into alignment with its long-standing function.

2. Supports Environmental Compliance and Upgrades

The rezoning enables the facility to proceed with planned upgrades, including the installation of advanced treatment technologies to address emerging contaminants such as PFAS. These improvements are part of a broader infrastructure strategy supported by state and federal funding. Without the rezoning, permitting for these upgrades could be delayed, potentially hindering compliance with new environmental standards.

3. Conditional Zoning Provides Safeguards

The proposed conditions limit the use of the property to water treatment and related infrastructure, preventing the introduction of unrelated industrial activities that could pose environmental risks. This ensures that the site remains low-impact and environmentally managed.

Primary Contact Information

Project Owner

Rodney Maness
Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P: 910 223 4526
rodney.maness@faypwc.com

Project Contact - Agent/Representative

Rodney Maness
Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P: 910 223 4526
rodney.maness@faypwc.com

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

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

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State General Contractor's License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Project Contact - Surveyor

Rodney Maness

Public Works Commission

955 Old Wilmington Rd

Fayetteville, NC 28301

P:9102234526

rodney.maness@faypwc.com



Aerial Notification Map

Case #: P25-52

Request: Limited Commercial (LC) to
Light Industrial Conditional Zoning (LI/CZ)

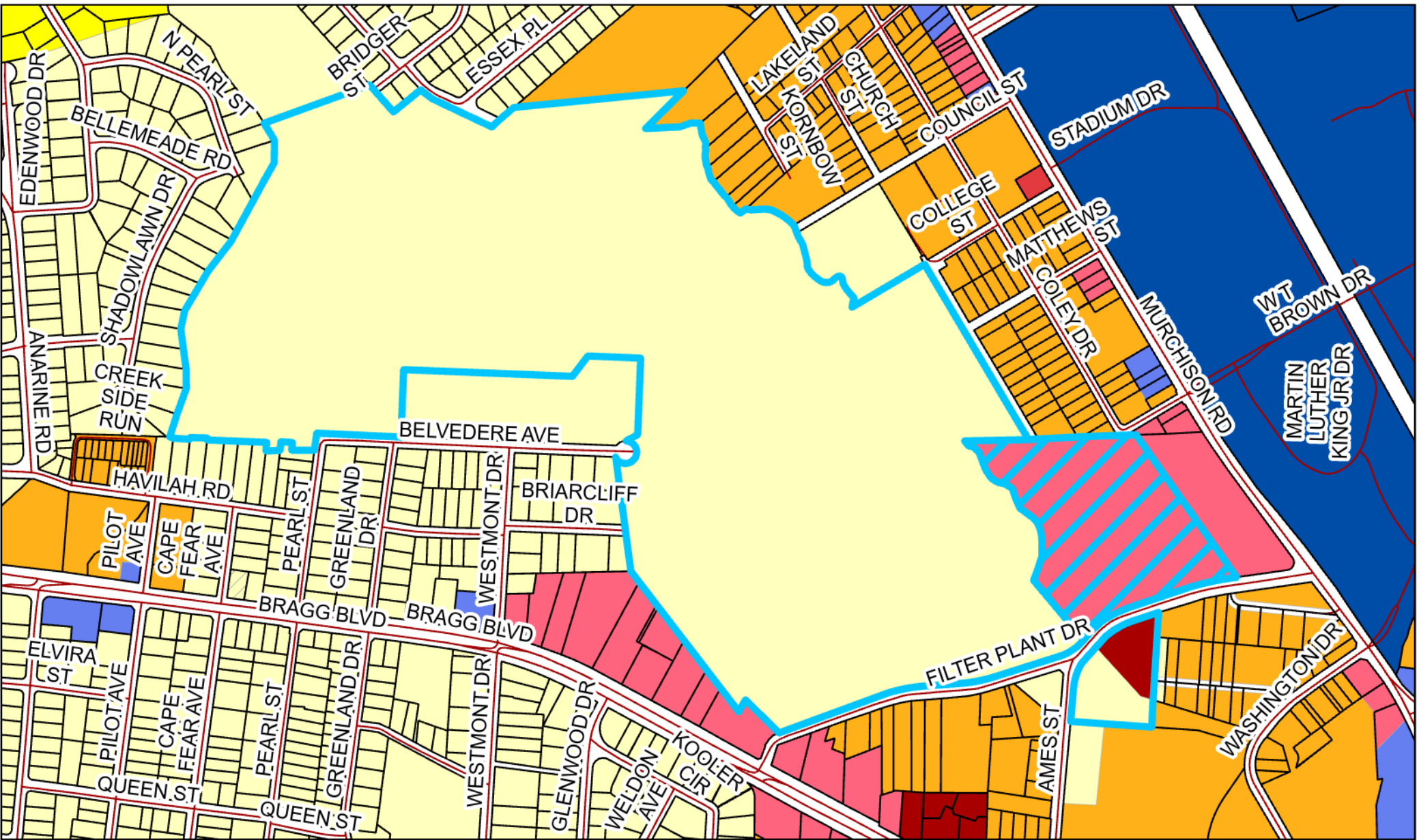
Location: 730 Filter Plant Drive
0428906947000

- P25-52
- P25-52 Rezoning Area
- P25-52 Notification Radius



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





Zoning Map

Case #: P25-52

Request: Limited Commercial (LC) to
Light Industrial Conditional Zoning (LI/CZ)

Location: 730 Filter Plant Drive
0428906947000

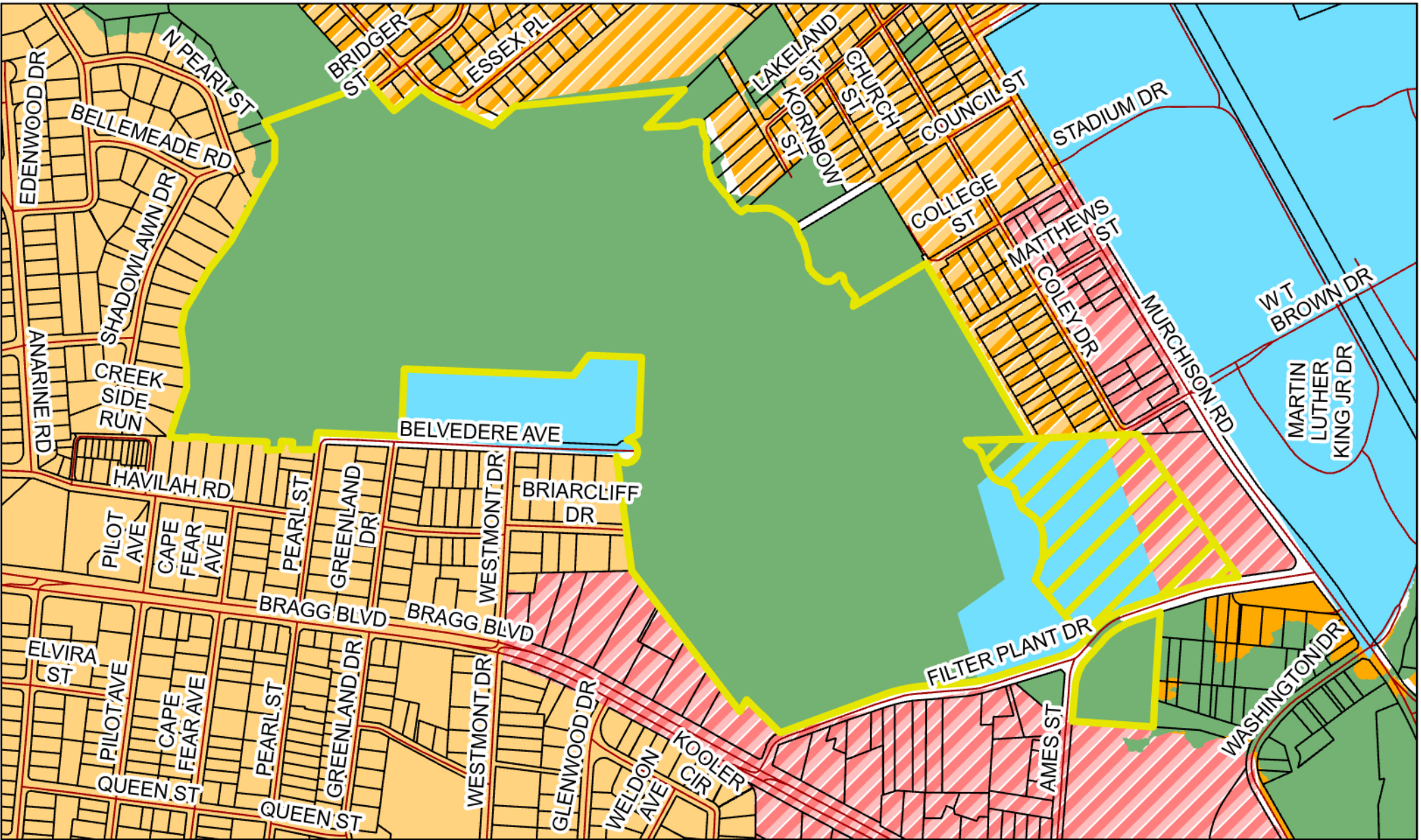
- Current Zoning Layer**
- P25-52
 - P25-52 Rezoning Area
 - CC - Community Commercial
 - LC - Limited Commercial
 - MR-5 - Mixed Residential 5

- NC - Neighborhood Commercial
- OI - Office & Institutional
- SF-6 - Single-Family Residential 6
- SF-6/CZ - Conditional Single-Family Residential 6
- SF-10 - Single-Family Residential 10
- UC - Universities/Colleges



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





Land Use Map

Case #: P25-52

Request: Limited Commercial (LC) to
Light Industrial Conditional Zoning (LI/CZ)

Location: 730 Filter Plant Drive
0428906947000

P25-52
P25-52 Rezoning Area
Land Use Plan 2040

Character Areas

- PARKOS - PARK / OPEN SPACE
- MDR - MEDIUM DENSITY
- NIR - NEIGHBORHOOD IMPROVEMENT
- HDR - HIGH DENSITY RESIDENTIAL
- CSR - COMMERCIAL STRIP REDEVELOPMENT
- OI - OFFICE / INSTITUTIONAL



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







Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-52 is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals, land use policies, and strategies of the Comprehensive Plan:

Consistency

1. GOALS

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

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1: Encourage growth in areas well-served by infrastructure and urban services.	X	
1.1 – Work with the Public Works Commission and other utility providers to ensure that public facilities and services are planned in a coordinated manner.	X	
1.6: Require adequate infrastructure to be in place prior to or in tandem with new development.	X	
LUP 3: Encourage Redevelopment Along Underutilized Commercial Strip Corridors and Reinvestment in Distressed Residential Neighborhoods	X	
3.1: Examine and identify targeted redevelopment and infill areas throughout the city	X	
3.2: Identify potential barriers for redevelopment and reinvestment and provide flexibility through modification to development regulations while maintaining high standards	X	

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

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

Reasonableness

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

- X The proposed use(s) will benefit the surrounding community through size, physical conditions, and other attributes.
- X The amendment includes conditions that limit potential negative impacts on neighboring uses.
- X The proposed uses address the needs of the area and/or the City.
- X The proposal adapts the zoning code to reflect modern land-use trends and patterns.

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

- X Improves consistency with the long-range plan.
- Improves the tax base.
- Preserves environmental and/or cultural resources.
- X Facilitates a desired kind of development.
- Provides needed housing/commercial area.

Additional comments, if any (write-in):

Date

Chair Signature

Print



City of Fayetteville

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

City Council Action Memo

File Number: 25-5054

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A6

TO: Mayor and Members of City Council

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

FROM: Craig Harmon, Senior Planner

DATE: December 8, 2025

RE:

Approve P25-53: A request to rezone Unaddressed property at the intersection of Gardner and Hulon St. (0428397224000), consisting of 1.4 acres and owned by CRYSTAL POINT INVESTMENT SOLUTIONS LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5).

COUNCIL DISTRICT(S):

4 - D.J. Haire

Relationship To Strategic Plan:

The proposed reclassification from **SF-6 (Single-Family Residential 6)** to **MR-5 (Mixed Residential 5)** advances the **City's FY2025 Strategic Plan** by enabling **context-appropriate, infrastructure-efficient housing growth** on a **served infill tract**. The MR-5 district's allowance for diverse, moderate-density housing supports economic resilience, neighborhood reinvestment, and long-term fiscal health.

Goal II - Diverse & Viable Economy

- Broadens the tax base by enabling additional dwelling units and housing types on already-served land, improving taxable value per acre relative to detached-only development.
- Demonstrates regulatory predictability that can catalyze private reinvestment and support local construction and allied trades.
- Increases utilization of existing utilities and streets, enhancing the return on prior public infrastructure investments.

Goal III - Invested in Today & Tomorrow (Strategic Growth & Land Use)

- Directs growth to a location contiguous with existing neighborhoods and utilities, reducing greenfield pressure and reinforcing compact urban form.
- Aligns with Comprehensive Plan policies supporting moderate-density housing types-such as townhomes, duplexes, and small multifamily-where design and context transitions can be provided.
- Incorporates opportunities for open space, stormwater best-management practices, and multimodal connectivity through coordinated site design.

Goal IV - Live, Work, & Recreate (Neighborhood Revitalization & Housing Choice)

- Expands attainable housing options for starter, workforce, and multigenerational households without displacing existing low-density opportunities.
- Strengthens corridor vitality by adding nearby residents to support local retail,

parks, and community services.

- Advances complete-neighborhood principles by locating homes near jobs, schools, and civic amenities.

Goal VI - Collaborative & Trusted Government

- Supports transparent, predictable governance through a legislative rezoning that applies uniform, citywide development standards.
- Facilitates interdepartmental coordination among Planning, Engineering, Stormwater, and utility providers to ensure adequate capacity, access, and safety at later design stages.

Performance Indicators

- Net new dwelling units and diversity of housing types delivered.
- Increase in taxable value per acre over a 5-10 year period.
- Proportion of housing growth on infill or serviced sites versus fringe locations.
- Multimodal access and connectivity metrics verified at site plan review.

Conclusion

The MR-5 classification advances the **City's FY2025 Strategic Plan** by combining **modest density with housing diversity** on a **serviced infill site**, strengthening the tax base, enhancing neighborhood vitality, and leveraging existing public infrastructure in a **fiscally responsible, sustainable** manner.

Executive Summary:

The 1.4-acre subject property, identified as Paradise Park, Lot 68 (Plat Book 29, Page 63), is currently vacant and unimproved, with no existing structures or active uses according to county tax records. The property is located within the established Paradise Park subdivision, which is characterized primarily by single-family residential development on similarly sized lots. The immediate surroundings reflect a transitional pattern of land use-residential in character to the north and west, while commercially zoned parcels are located across Gardner Street to the east, including a self-storage facility and a small commercial building. This juxtaposition of residential and commercial uses creates a mixed-use edge condition that serves as a natural buffer and transition between neighborhood-scale housing and more intensive non-residential activity.

On November 12, the Zoning Commission held a legislative public hearing regarding this case. The Commission voted 5-0 to recommend approval.

Background:

Owner: Crystal Point Investment Solutions, LLC

Applicant: Kevin Cole

Requested Action: Rezone property from **SF-6 (Single-Family Residential 6)** to **MR-5 (Mixed Residential 5)**

Site Location: Unaddressed property located at the intersection of **Gardner Street** and **Hulon Street**

REID: 0428397224000

Parcel Size: ±1.4 acres

Current Status: Vacant and unimproved

Public Notification: Mailed notices were sent to **48 property owners** within a **1,000-foot radius** of the subject site, in accordance with City Council policy.

Existing Site Conditions

The **1.4-acre subject property** (Paradise Park, Lot 68; Plat Book 29, Page 63) is currently **vacant and undeveloped**, with no existing structures or active uses identified per county tax records. The surrounding area is primarily **residential in character**, consisting of **single-family homes** within the recorded Paradise Park subdivision.

Adjoining Land Use & Zoning**Direction Zoning Existing Land Use**

North SF-6 Vacant land and Mobile Home Park; Single-family residential

South SF-6 Single-family residential and vacant parcels

East SF-6 Vacant land; Single-family residential

West SF-6 Vacant land; Single-family residential

Across Gardner Street, the area transitions to commercially zoned parcels, including a self-storage facility and a commercial building, creating a mixed residential-commercial edge that frames the southern entrance to the Paradise Park neighborhood.

Land Use Policy Context

The 2040 Comprehensive Plan: Future Land Use Map and Plan (adopted May 26, 2020) provides policy guidance for properties located within both the City of Fayetteville and its Municipal Influence Area (MIA). According to the Future Land Use Map, the subject property is designated as NIR - Neighborhood Improvement.

The Neighborhood Improvement (NIR) designation encourages higher-density redevelopment and the introduction of “Missing Middle” housing types-such as duplexes, triplexes, townhomes, and small-scale multifamily structures-to promote private reinvestment and neighborhood revitalization. Target areas typically include clusters of vacant or underutilized parcels where strategic redevelopment can strengthen neighborhood character, enhance housing diversity, and support reinvestment in existing infrastructure. The overarching policy focus for NIR areas emphasizes neighborhood stabilization, improvement, and reinvestment through both public and private initiatives.

Issues/Analysis:

The proposed amendment from **SF-6 (Single-Family Residential 6)** to **MR-5 (Mixed Residential 5)** is **substantially consistent** with the City’s **Comprehensive Plan** (Future Land Use Map and Policy Framework) and long-range objectives for infill housing, infrastructure efficiency, and neighborhood reinvestment.

Planning Rationale and Consistency**Infill & Infrastructure Efficiency**

Located within the urban service area and already served by public utilities, the site’s redevelopment as moderate-density housing leverages existing streets, water, and sewer-supporting fiscally responsible, compact growth and reducing greenfield pressure.

Housing Choice & “Missing Middle” Goals

Fee-simple townhomes fill a gap between detached homes and multifamily apartments, advancing City goals for diverse housing types and attainable ownership opportunities at a neighborhood scale.

Context Compatibility

MR-5 provides an appropriate step up from nearby single-family homes while buffering transitions to commercial uses across Gardner Street. Courtyard layouts, rear-load garages, and edge landscaping ensure compatibility with adjoining properties.

Corridor-Adjacent, Compact Pattern

The site's proximity to Gardner Street services supports a complete-neighborhood pattern-shorter trips, walkability, and compact infill development consistent with corridor-oriented policy direction.

Phased & Managed Growth

A three-phase buildout allows coordinated infrastructure delivery, stormwater management, and fire access while minimizing disruption. Expected traffic generation is modest and will be verified through staff review.

Mobility & Site Design

Internal sidewalks, courtyard orientation, and rear-loaded parking promote pedestrian mobility and maintain a residential street character. Design elements will comply with fire code and connectivity standards.

Environmental Stewardship

Stormwater detention and low-impact development (LID) measures will meet City and NCDEQ standards, advancing watershed and environmental quality goals.

Straight Rezoning Context

This is a **conventional ("straight") rezoning** under UDO §30-2.C. Approval would apply all citywide MR-5 standards-covering dimensional, access, landscaping, buffering, lighting, environmental, and review requirements-without case-specific conditions.

Public services (water, sewer, fire, police, and solid waste) are available, with connections and capacities verified through Technical Review Committee review. Floodway and buffer protections, compensatory storage, and tree canopy standards will guide site layout.

Future Land Use Map Alignment

The **Neighborhood Improvement (NIR)** designation supports higher-density infill and "missing middle" housing (e.g., townhomes, duplexes, small multifamily) to promote reinvestment and strengthen neighborhood character through reuse of vacant parcels and efficient infrastructure use.

Supporting Conditions & Justification

1. **Housing Demand:** Meets market need for attainable, ownership-oriented townhomes not feasible under SF-6.
2. **Policy Evolution:** Aligns with the City's 2040 goals for infill, housing diversity, and efficient serviced growth.
3. **Context Transition:** Provides a logical residential-to-commercial buffer along Gardner Street.
4. **Community Need:** Expands entry-level and move-up housing options for small families and professionals.
5. **Infrastructure Readiness:** Uses existing utilities and street network for fiscally responsible infill.
6. **Phased Delivery:** Enables orderly buildout and infrastructure coordination.

7. **Design Compatibility:** Employs buffering, rear-load garages, and HOA-maintained open space.
8. **Environmental Compliance:** Incorporates SCMs, riparian buffer protection, and erosion controls.

Conclusion

Rezoning to **MR-5** represents a logical and policy-consistent evolution of the area's land-use pattern. It advances the City's priorities for **infill redevelopment, housing diversity, and efficient service delivery**, while maintaining **compatibility and neighborhood character** through established UDO standards.

Approval would enable a **compact, ownership-oriented townhome community** that strengthens neighborhood vitality and supports long-range goals for **smart, inclusive, and sustainable growth**.

Budget Impact:

Rezoning the property from SF-6 to MR-5 does not, by itself, appropriate funds or commit the City to new spending; fiscal effects arise only if and when a project is approved and built. Given the site's infill context and proximity to existing services, the near- to mid-term budget outlook is expected to be neutral to modestly positive for the General Fund, with most growth-related infrastructure funded by the developer and supported by enterprise fund participation where applicable. Over time, MR-5's higher potential unit yield should increase taxable value per acre relative to a detached-only program, producing additional ad valorem revenue. Incremental population and household formation may also marginally elevate shared revenues such as local options sales/use and vehicle taxes. Stormwater utility billing would rise with impervious area (measured in ERUs), though on-site best-management practices required at permitting will mitigate public system burdens.

One-time revenues would include plan review, subdivision, and building permit fees at the development stages. Water and sewer system development charges and connection fees - collected by the utility - are not General Fund revenues but help defray capacity and extension costs, reducing pressure on public capital outlays. On the expenditure side, public safety, parks/recreation, code compliance, and similar operating costs scale with actual buildout and call volumes; MR-5's moderate densities generally support efficient service delivery on existing networks. Transportation impacts are addressed through standard access management, frontage improvements, and any warranted turn lanes or multimodal upgrades at the driveway-permitting and engineering phases, with costs ordinarily borne by the developer and reviewed by the City and, as applicable, NCDOT. If any public streets or facilities are ultimately accepted, the City would assume routine maintenance thereafter; stormwater costs would be limited to public conveyances brought into the system and any downstream facilities already maintained.

No immediate City capital project is triggered by the map amendment. Capacity checks, easements, and any off-site improvements attributable to the development program are resolved through the Technical Review Committee and permitting processes. Administrative costs already incurred - such as mailed notice to 48 properties and required advertising - are minor and absorbed within existing departmental appropriations.

Taken together, the fiscal profile of the rezoning is neutral in the near term (prior to construction) and, absent unforeseen off-site obligations, is expected to become modestly positive as certificates of occupancy are issued, the tax roll grows, and utility and fee revenues materialize while ongoing service costs remain comparatively low on serviced infill land.

Options:

1. Approve to MR-5 (as requested) - Recommended

Adopt a written statement finding the map amendment **consistent** with the 2040 Future Land Use Map (Neighborhood Improvement) and **reasonable and in the public interest** because it enables context-appropriate housing diversity on serviced infill land, provides code-based tools to transition to adjacent SF-6 areas, and preserves any environmentally sensitive areas through existing UDO standards.

2. Approve to a More Restrictive District

If the Commission concludes a lower-intensity classification is warranted, identify the alternative district on the record and adopt a **revised** statement of consistency and reasonableness explaining why the alternative better addresses adjacency, access constraints, or environmental sensitivities while remaining aligned with the Future Land Use Map.

3. Deny

Adopt a written statement finding the request **inconsistent** with the Future land Use Map and/or **not reasonable and not in the public interest**, citing specific facts such as incompatibility with adjacent SF-6 patterns, unresolved transportation or infrastructure constraints, or inadequate protections of environmental resources.

Recommended Action:

- The Zoning Commission and Professional Planning Staff recommends that the City Council approve the straight rezoning from SF-6 to MR-5. The request is consistent with the Future Land Use Plan's Neighborhood Improvement designation, and MR-5 provides the appropriate toolkit to implement that policy by allowing small-lot detached, duplex/townhome, and low-rise multifamily while preserving environmentally constrained areas through open-space and buffer requirements. The range of MR-5 uses, and associated development standards is suitable for this corridor given the surrounding mix of single-family neighborhoods, civic uses, and nearby multifamily, and compatibility will be addressed through the UDO's citywide requirements for setbacks, height, landscaping/buffering, lighting, access, and stormwater. Transportation access, utility connections, and public-safety considerations will be reviewed and conditioned at the subdivision and site-plan stages. No evidence indicates factors that would substantially harm public health, safety, morals, or general welfare.

Attachments:

1. Plan Application

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

Project Overview

#1875122

Project Title: Hulon Street Town House**Jurisdiction:** City of Fayetteville**Application Type:** 5.1) Rezoning (Map Amendment)**State:** NC**Workflow:** Staff Review**County:** Cumberland**Project Location****Project Address or PIN:** 0 ? DR (0428397224000)**Zip Code:** 28311**Is it in Fayetteville? If you're not sure, click this link:** [Cumberland County Tax Office GIS system](#)**GIS Verified Data****Project Address:** 0 ? DR**General Project Information****Has the land been the subject of a map amendment application in the last five years?:** No**Previous Amendment Approval Date:****Previous Amendment Case #:****Proposed Zoning District:** MR5**Acreage to be Rezoned:** 1.4**Is this application related to an annexation?:** No**Water Service:** Public**Sewer Service:** Public**A) Please describe all existing uses of the land and existing structures on the site, if any:****B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:**

The 1.4-acre subject property (Paradise Park, Lots 68; Plat Book 29, Page 63) is **vacant and unimproved** with **no existing buildings or active uses** per county tax records.

The area immediately surrounding the site is **predominantly residential** (single-family lots within the recorded Paradise Park subdivision). **Across Gardner Street, there are commercially-zoned parcels, including a self-storage facility and a commercial building**, creating a mixed residential-commercial edge condition. *(Commercial context per field/owner observations; residential context supported by county records for the subdivision vicinity.)*

Amendment Justification - Answer all questions on this and all pages in this section (upload additional sheets as needed).**A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:****Consistency with the Comprehensive Plan and Other Long-Range Plans**

The proposed amendment from **SF6** to **MR5** to allow a **15-unit attached townhome community** (in three phases on 1.4 acres) is **substantially consistent** with the City's adopted comprehensive planning framework and applicable long-range objectives, as summarized below:

- **Infill & efficient use of infrastructure.** The site lies within the urban service area and is served by **public water and sewer**. Redeveloping a vacant parcel as moderate-density housing utilizes existing streets and utilities, supports fiscally responsible growth, and reduces pressure on greenfield areas.
- **Housing choice / missing-middle goals.** Fee-simple **townhomes** add a housing type between single-family and apartments, advancing policy direction to broaden housing options and price points while maintaining neighborhood scale and ownership opportunities.
- **Compatible transitions to context.** **MR5** provides a building form and intensity that **steps up** from nearby single-family lots while creating an appropriate **transition to commercial uses across Gardner Street** (including a storage facility and other commercial buildings). The concept emphasizes **courtyard orientation, rear-load garages, edge buffering, and guest parking**, which limit impacts on adjacent homes.
- **Corridor-adjacent, compact pattern.** Locating moderate-density residential **near existing commercial services** supports a complete-neighborhood pattern, shortens trips, and is consistent with long-range direction to focus new housing along serviced corridors and infill sites.
- **Phased, well-managed growth.** A three-phase approach minimizes disruption and allows infrastructure to be **planned for the ultimate buildout** from the start (stormwater strategy, fire access/turnarounds, internal circulation, and utility connections sized for all 15 units). Traffic generation at this scale is expected to be modest; any study needs will be confirmed with staff at pre-application.
- **Mobility & design.** The plan improves **walkability** through internal sidewalks and a courtyard framework; concentrates **parking** off-street (rear-load) to maintain a neighborhood frontage; and provides **emergency access** consistent with fire code standards.
- **Environmental stewardship.** The concept anticipates on-site **stormwater detention/SCMs** and low-impact design opportunities appropriate to an infill setting, aligning with long-range resource and watershed goals.

Taken together, the amendment advances the comprehensive plans **infill, housing diversity, and corridor-compatible development** objectives while managing impacts through site design and phasing. For these reasons, the request is **consistent (or at least substantially consistent)** with the comprehensive plan and supportive of the City's long-range planning direction.

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

Changed Conditions Warranting Amendment

While a map amendment is a legislative decision and not strictly contingent on a change-or-mistake finding, several **changed conditions** and **evolved policy priorities** support the requested rezoning from **SF6** to **MR5**:

- **Housing demand & product mix.** Regional market conditions have increased demand for **fee-simple, missing-middle housing** (townhomes) that bridges the gap between single-family and apartments. The current SF6 zoning does not efficiently accommodate this need on the subject infill site.
- **Evolving policy emphasis.** The City's long-range direction increasingly prioritizes **infill, housing choice, and compact growth** in serviced areas, encouraging moderate densities where infrastructure already exists.
- **Context shift at the edges.** The immediate area now exhibits a **mixed residential/commercial edge**, including **commercially-zoned parcels and a storage facility across Gardner Street**. MR5 provides a more appropriate **transition** between single-family lots and nearby commercial uses than SF6.
- **Infrastructure availability.** The site is served by **public water and sewer**, and streets and utilities can support a **phaseable, courtyard-oriented** plan, allowing coordinated stormwater management, fire access/turnarounds, internal circulation, and utilities sized for the **ultimate 15-unit** buildout.
- **Site assemblage & readiness.** The subject property consolidates multiple platted lots into a single planning effort, enabling a

cohesive site design with buffers, guest parking, and open space that would be difficult to achieve under piecemeal SF6 development.

Conclusion: Collectively, these conditions, market demand, policy emphasis on infill and housing diversity, a changing edge context along Gardner Street, existing utilities, and the benefits of a coordinated master plan, support amending the zoning to **MR5** at this location.

C) State the extent to which the proposed amendment addresses a demonstrated community need.:

Community Need Addressed

The amendment from **SF6** to **MR5** enabling a **15-unit, fee-simple townhome** community directly responds to several demonstrated community needs:

- **More attainable, ownership-oriented housing.** Fee-simple townhomes expand entry-level and move-up **for-sale** options between detached homes and apartments, helping households build equity while staying price-conscious.
- **Missing-middle housing choice.** Adds a housing type that is currently under-represented near established neighborhoods, serving young households, small families, and downsizing residents who want less maintenance without giving up privacy or front-door access.
- **Infill near services.** Locates moderate-density homes **close to existing commercial uses** along/near Gardner Street, shortening daily trips and supporting a complete-neighborhood pattern.
- **Efficient use of existing infrastructure.** Leverages **public water and sewer** and existing streets to deliver housing without extending costly greenfield infrastructure, supporting fiscally responsible growth.
- **Managed, phaseable delivery.** A three-phase plan provides **near-term supply (5 by-right units)** and scales to **15 units** over time, aligning delivery with demand and minimizing disruption.
- **Context-sensitive design.** Courtyard orientation, **rear-load garages**, edge **buffering**, and on-site **guest parking** limit neighborhood impacts while improving walkability and shared open space through an HOA.

Conclusion: By adding attainable, ownership-oriented townhomes in a serviced infill location and delivering them in a phased, context-sensitive manner, the proposed amendment substantively advances community needs for housing **choice, attainability, and efficient growth**.

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

Compatibility & Why MR5 is Appropriate (brief)

- The site sits between **single-family homes** and **commercial uses across Gardner Street**; **MR5 townhomes** provide a natural **transition** between the two.
- **Two-story, rear-load**, courtyard-oriented buildings with **buffers** and on-site guest parking limit impacts on nearby houses.
- The area has **public water and sewer**, so a **moderate density** fits the existing infrastructure and infill goals.
- **Phased delivery** (5 by-right first, then up to 15 total) manages construction impacts.

Therefore, MR5 is appropriate: it matches the mixed edge context, respects neighborhood scale, and uses existing services efficiently.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:

Logical & Orderly Development (brief)

- **Infill on existing streets and utilities**, no leap-frog extensions; supports the city grid.
- **Phased plan** (5 by-right first, then up to 15) with **infrastructure sized up front**, avoiding retrofits and piecemeal buildout.

- **Internal alleys/rear-load garages** reduce curb cuts and conflicts, creating clean frontages and safer circulation.
- **Courtyard layout, edge buffers, and on-site guest parking** organize open space and manage impacts.
- **Appropriate transition** between nearby single-family homes and commercial uses across Gardner Street.

Result: The rezoning enables a **logical, orderly pattern** that fits the context and uses existing services efficiently.

F) State the extent to which the proposed amendment might encourage premature development.:

Premature Development (brief)

- **Infill location on existing streets/utilities**, no new infrastructure extensions or opening of greenfield areas.
- **Phased delivery** (5 by-right first, then up to 15) ties buildout to demand and approvals, avoiding overextension.
- **City reviews (rezoning, TRC, permits)** ensure infrastructure, stormwater, fire access, and traffic are verified before each step.
- **Adjacent commercial context** supports timing for moderate residential near services.

Conclusion: The amendment **does not encourage premature development**; it enables orderly, demand-matched infill within the existing service area.

G) State the extent to which the proposed amendment results in strip-style commercial development.:

Strip-Style Commercial Development (brief)

- The request is to **MR5 (residential)** for **townhomes**, **not** a commercial zoning; retail/strip uses are not the intent.
- **Courtyard + rear-load alleys** keep parking internal; **no front parking fields** or multiple curb cuts typical of strip centers.
- Maintains a **residential frontage** with **buffers/open space**, not continuous storefronts along the street.
- Does **not extend commercial zoning** across Gardner Street or create new commercial frontage.

Conclusion: The amendment **does not result in strip-style commercial development**.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.:

Isolated Zoning District (brief)

- **Not an island:** MR5 is a **residential** district placed within an **existing residential context** (Paradise Park), not a standalone, unrelated use.
- **Logical transition:** It **bridges** nearby **single-family homes** and **commercial uses across Gardner Street**, providing a reasonable step in intensity.
- **Network & services:** The site ties directly into the **existing street grid and public utilities**, reinforcing continuity with surrounding development.
- **Plan-aligned:** The request follows **infill/housing-choice** policies, so its related to the areas planned evolution.

Conclusion: The amendment **does not create an isolated or unrelated zoning district**; MR5 functions as a compatible transition within the existing pattern.

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

Property Values (brief)

- **Scale & design fit:** Two-story, rear-load townhomes with **buffers** and internal alleys limit visual and traffic impacts on adjacent homes.

- **Orderly operations:** **Guest parking on-site**, managed access, and **HOA maintenance** support a well-kept environment.
- **Infrastructure compliance:** **Stormwater, fire access, and TRC reviews** reduce nuisance risks (flooding, congestion).
- **Context transition:** Places moderate residential next to existing **commercial** along Gardner Street, reducing pressure on interior SF lots.

Conclusion: With these safeguards, the rezoning is **not expected to cause significant adverse impacts** on surrounding property values; effects should be **neutral to positive**, subject to normal market conditions.

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

Natural Environment (brief)

- **Infill site on existing services**, no greenfield extension; limits habitat fragmentation.
- **Managed stormwater:** On-site SCMs/detention designed to City/NCDEQ standards; phased grading to minimize runoff; no-net-increase targets.
- **E&S controls:** Construction erosion/sediment control plan, stabilized construction entrance, and sequencing to reduce turbidity.
- **Buffers & trees:** Edge buffers and courtyard layout retain/perimeter green where feasible; replanting with native species.
- **Utilities & access:** Use of existing corridors reduces new disturbance.

Conclusion: With standard best practices and permit requirements, the amendment is **not expected to create significant adverse environmental impacts**; any temporary construction effects will be **mitigated through approved controls**.

Primary Contact Information

<div>Project Owner</div> <div>Kevin Cole</div> <div>7038 Rockridge Ln</div> <div>Fayetteville, FL 28306</div> <div>P:3057487291</div> <div>kevincoledesigns@gmail.com</div> <div>Indicate which of the following project contacts should be included on this project: Architect,Engineer</div> <div>NC State Electrical Contractor #1 License Number:</div> <div>NC State Electrical Contractor #2 License Number:</div> <div>NC State Electrical Contractor #3 License Number:</div>	<div>Project Contact - Agent/Representative</div> <div>Kevin Cole</div> <div>7038 Rockridge Ln</div> <div>Fayetteville, FL 28306</div> <div>P:3057487291</div> <div>kevincoledesigns@gmail.com</div> <div>Project Contact - Architect</div> <div>Kevin Cole</div> <div>7038 Rockridge Ln</div> <div>Fayetteville, FL 28306</div> <div>P:3057487291</div> <div>kevincoledesigns@gmail.com</div> <div>As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$40,000. :</div> <div>Project Contact - Engineer</div> <div>Gregory Dillett</div> <div>Dillett Engineering</div> <div>400 W capitol , 1700</div> <div>Little Rock, AR 72201</div>
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P:4793132632

gdillett@dillettengineering.com

NC State General Contractor's License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:



Aerial
Case #: P25-53

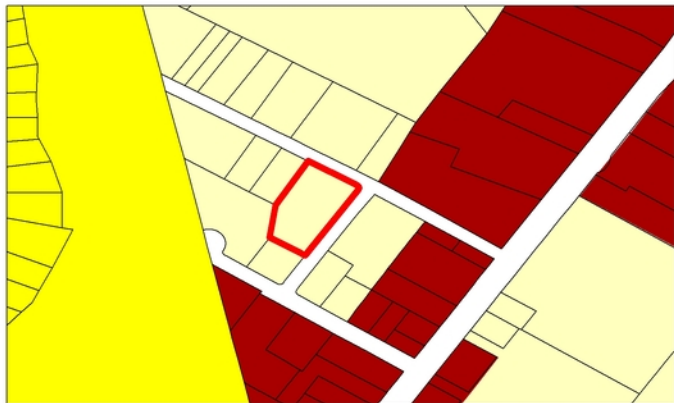
Letters are being sent to all property owners within the 1,000' buffer. Subject property is shown in the hatched pattern.

REQUEST: Rezoning SF-6 to MR-5

LOCATION: Unaddressed Hulon Street

 1,000 Foot Notification Area





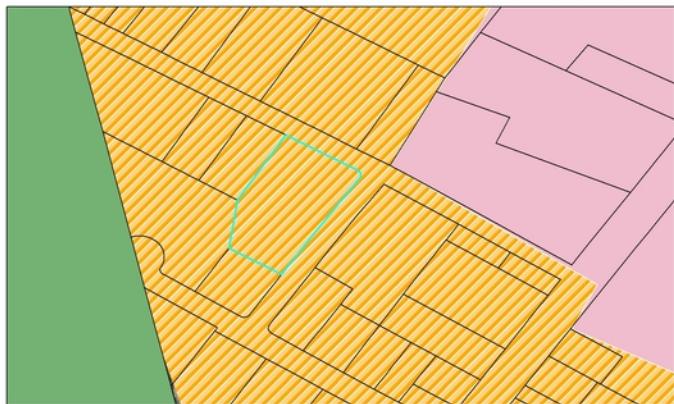
Zoning
Case #: P25-53



Letters are being sent to all property owners within the 1000' buffer. Subject property is shown in the hatched pattern.

REQUEST: SF-6 to MR-5
LOCATION: Unaddressed
Intersection of Hulon & Gardner Streets





Future Land Use
Case #: P25-53

▬ City Boundary ▬ NR - NEIGHBORHOOD IMPROVEMENT
▬ PARKS - PARK / OPEN SPACE ▬ NMU - NEIGHBORHOOD MIXED USE

Letters are being sent to all property owners within the 1000' buffer. Subject property is shown in the hatched pattern.

REQUEST: Rezoning SF-6 to MR-5

LOCATION: Unaddressed Hulon Street







Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. §§160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case **P25-53** is consistent with the City of Fayetteville's Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan.

Consistency

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
<ul style="list-style-type: none"> Goal 1: Focus value and investments around infrastructure and strategic nodes. <ul style="list-style-type: none"> The site is serviced by public water/sewer. 	X	
<ul style="list-style-type: none"> Goal 2: Promote compatible economic and commercial development in key identified areas. <ul style="list-style-type: none"> LI/CZ zoning in an established corridor. Goal 3: Encourage infill/redevelopment where services exist. <ul style="list-style-type: none"> The eliminates split zoning into unified zoning. Goal 4: Foster safe, stable, and attractive neighborhoods. <ul style="list-style-type: none"> Neighborhood compatibility is addressed through required buffering/height transitions at permitting. Goal 5: Preserve and enhance environmental features. <ul style="list-style-type: none"> No sensitive features are identified; compliance will be ensured at the TRC/site plan. Goal 6: Capitalize on major institutions through compatible land use 	X X X X X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-1 (Strategic, infrastructure-served growth) – Directs growth to serviced nodes; discourages leapfrog extensions.	X	
LU-1.6 (Infrastructure concurrent with development) – Any needed extensions reviewed via standard processes.	X	
LU-2 (Targeted economic development in Employment/Industrial Areas)	X	

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

- Text Consistency:** The proposal aligns with FLU goals/policies to focus employment uses in service corridor. **Consistent.**
- Map Consistency:** The site lies within the **Employment Center (EC)**.

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the policies of the Comprehensive Plan as stated above **and** the Strategic Plan (Goal II: diverse tax base) as stated in the Staff Report, and because:

- X The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community by curing a split-zoned, nonconforming condition on a small infill lot.
- X The amendment includes conditions that limit potential negative impacts on neighboring uses.
- X The proposed uses address the needs of the area and/or the City by enabling compliance and modest reinvestment in an existing commercial corridor.

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

- X Improves consistency with the long-range plan .
- X Improves the tax base (anticipated neutral-to-modestly positive near-term fiscal outlook)
- Preserves environmental and/or cultural resources.
- X Facilitates a desired kind of development (light-industrial/employment reinvestment in a serviced corridor).
- X Provides a needed **employment/industrial** area.

Additional comments, if any (write-in):

October 14, 2025
Date

Chair Signature

Print



City of Fayetteville

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

City Council Action Memo

File Number: 25-5058

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A7

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Sheila Thomas-Ambat, Public Services Director

DATE: December 8, 2025

RE:

Approval of Professional Service Contract Execution Recommendation for \$662,356 for Construction Administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project.

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Goal 3: High Quality Built Environment

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

Council is requested to authorize the execution of an engineering services contract with Timmons Group, Inc. in the amount of \$662,356 for construction administration of the Ivy & Lyon Road Storm Drainage and Utility Improvements Project. Timmons Group, Inc. was selected through the City's qualifications-based On-Call Professional Engineering Services program for Stormwater Systems Design and Construction Administration.

Background:

The City of Fayetteville's Stormwater Division has previously received a North Carolina Department of Public Safety (NCDPS) Disaster Relief and Mitigation Grant for the Ivy and Lyon Road Drainage Improvement Project. On June 10, 2024, the Council authorized the City Manager to execute a Memorandum of Agreement with the North Carolina Department of Public Safety Emergency Management (NCEM) and adoption of Capital Project Ordinance 2024-13 to appropriate funding in the amount of \$3,500,000. On September 4, 2024, at the request of NCEM, staff provided a project update for consideration of additional gap funding that may be available through NCDEQ's Flood Resiliency Blueprint. On March 14, 2025, the City was notified that the funding provided to NCEM by NCDEQ allowed for our grant to be increased by an additional \$910,000 for a total award of \$4,410,000.

The project was advertised for bids to be opened on August 18, 2025, and re-advertised for bids to be opened on September 3, 2025. Two bids were received and on October 27, 2025, Council approved the award and authorized the execution of a contract in the amount of \$6,154,032 for the Ivy and Lyon Road Drainage

Improvement Project, with the lowest responsive and responsible bidder, Roadworks Construction Company.

Timmons Group is the design firm and engineer of record for the construction drawings. They will provide Construction Administration Services, including daily Resident Project Representative duties as outlined in the construction contract.

Issues/Analysis:

The project includes upgrades to the existing culverts at Lyon Road and Ivy Road to increase conveyance capacity which will help alleviate upstream flooding. The proposed improvements involve replacing the dual 6-ft span x 4-ft rise concrete box culverts with larger single box culverts, providing additional embedment for aquatic species passage, and lowering the invert of the culvert at Ivy Road for better connection to the streambed.

The proposed project also involves the modification and stabilization of the stream banks to reduce erosion and improve flood flow capacity. This includes implementing bank armoring, riprap stabilization, and benching of the stream bank to provide better connection to the floodplain.

Overall, the project aims to reduce the risk of flooding within the City's right of way as well as provide the co-benefit of protecting residential structures from flood damage and improve the overall functionality and stability of Eutaw Creek.

Budget Impact:

There is no anticipated impact to the General Fund as the services provided through this professional service contract will be reimbursed by the grant received from NCDPS. There is no City match required for this funding.

Options:

1. Authorize execution of an engineering service contract for professional services in the amount of \$662,356 for construction administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project to the consulting firm Timmons Group, Inc.
2. Do not authorize the execution of an engineering service contract for professional services in the amount of \$662,356 for construction administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project to the consulting firm Timmons Group, Inc. and provide further direction to staff.

Recommended Action:

Authorize execution of an engineering service contract for professional services in the amount of \$662,356 for construction administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project to the consulting firm Timmons Group, Inc.

Attachments:

Timmons WA_Lyon & Ivy Construction Admin

**CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
Timmons Group**

In accordance with the Professional Services Agreement (Agreement) dated March 21, 2025, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and Timmons Group, INC. (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to:

- Construction administration support for the Lyon & Ivy Road Storm Drainage & Utility Improvements project. This contract supplements the previous design contracts between the City and Timmons Group under Engineering and Capital Projects (ORD10889 & ORD12053) to provide support through construction completion. See attached Exhibit A.
- Funding through North Carolina Emergency Management – Emergency Management Disaster Relief and Mitigation Fund

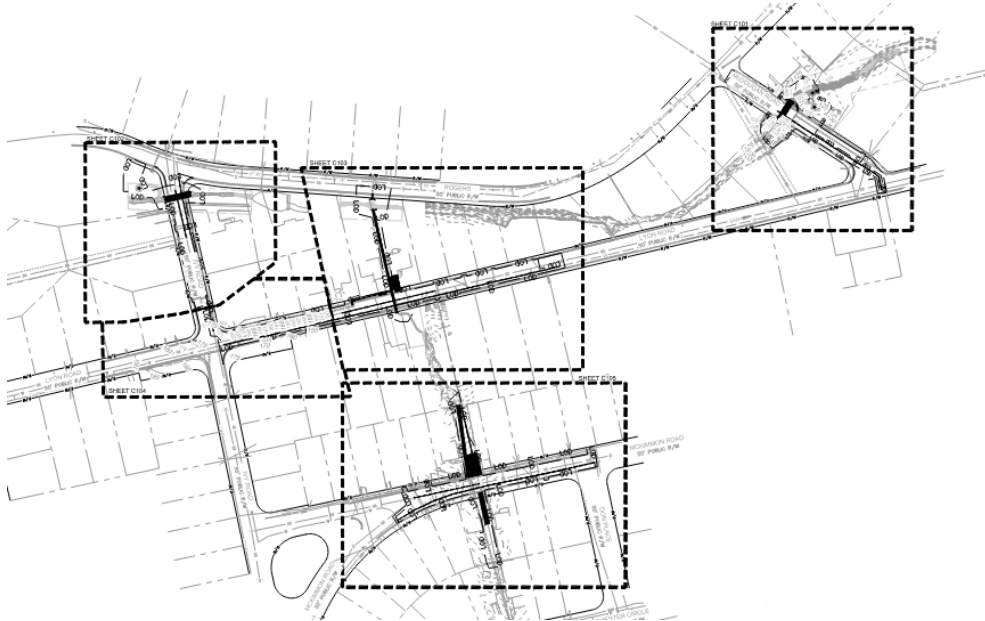
II. AGREEMENT & SCOPE OF SERVICE

The terms of the Agreement, attached as Exhibit B, are hereby incorporated by reference as if written herein and the parties confirm that its terms are a part of this Work Authorization.

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization is as follows:

- As described in Exhibit A over an estimated 15 months.

- For construction support of the Lyon & Ivy Road Storm Drainage & Utility Improvements project in support of both Engineering and PWC.
- Approximate project limits for work are below and described in the approved referenced project along Rogers, Ivy, Lyon, McGougan, McKimmon Roads and connected easements within private properties.



The CONSULTANT shall request written confirmation and or execute an additional Work Authorization describing any scope change before performing any work beyond the scope specified in this Work Authorization. The confirmation shall identify any change in compensation and/or delay in completion which the scope changes entails and must be approved by the City Manager or his designee.

III. RESPONSIBILITIES

The responsibilities of the OWNER and CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are as follows:

- As described in Exhibit A.

IV. COMPENSATION

OWNER shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the Agreement.

In the absence of a lump sum fee agreement, it is understood and agreed that:

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price will be exceeded.
2. The not to exceed compensation (including travel) for this Work Authorization is \$ 662,356.00. This is not a guaranteed maximum amount but CONSULTANT shall not continue performing work in excess of this amount without further specific authorization. OWNER will be billed only for actual time worked and identified expenses.

Payment shall be made in accordance with the terms of the above referenced Agreement.

V. SCHEDULE

All work under this Work Authorization shall begin Beginning of Construction estimated January 1, 2026 and shall be complete by End of Construction estimated April 1, 2027.

VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.

2. **E-Verify.** CONSULTANT acknowledges that “E-Verify” is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.

3. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

4. **Morality Clause.** If, in the sole opinion of the OWNER, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the OWNER may immediately upon written notice to CONSULTANT, terminate this Agreement, in addition to any other rights and remedies that the OWNER may have hereunder or at law or in equity:

- a. bring disrepute, contempt, scandal, or public ridicule to the Actor;
- b. subject the Actor to prosecution;
- c. offend the community or public morals/decency;
- d. denigrate individuals or groups in the community served by the OWNER;
- e. is scandalous or inconsistent with community standards or good citizenship;
- f. adversely affect the OWNER’S finances, public standing, image, or reputation;
- g. is embarrassing or offensive to the OWNER or may reflect unfavorably on the OWNER; and,
- h. is derogatory or offensive to one or more employee(s) or customer(s) of the OWNER.

5. **Venue and Forum Selection.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6. **Termination for Cause.** In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this Agreement, the OWNER shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has not been performed. CONSULTANT shall provide to the OWNER all reports, surveys or other related documents upon the OWNER’S request.

7. **Termination for Convenience.** Upon thirty (30) calendar days’ written notice to CONSULTANT, the OWNER may, without cause and without prejudice to any other right or remedy legally available to the OWNER, terminate this Agreement. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this Agreement nor shall the OWNER be obligated to make any further payment for work that has

not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the OWNER.

8. **Protest.** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

9. **Indemnification.** To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the OWNER by CONSULTANT does not constitute a waiver of the OWNER'S governmental immunity in any respects under North Carolina law.


10. **CITY'S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

11. **Survival of Terms.** All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

12. **Divestment of Companies Boycotting Israel or that Invest in Iran Certification.** CONSULTANT certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, CONSULTANT further agrees, as an independent obligation, separate and apart from this

Agreement, to reimburse the OWNER for any and all damages, costs and attorneys' fees incurred by the OWNER in connection with any claim that this Agreement or any part thereof is void due to CONSULTANT appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

CONSULTANT ACCEPTANCE:

Timmons Group
BY: 
PRINT: David Duncan
TITLE: Stormwater Manager
DATE: 11/20/25

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
JENNIFER L AYRE, MPA, MMC
City Clerk

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

TIFFANY R. MURRAY
Chief Financial Officer



5410 Trinity Rd.
Suite 102
Raleigh, NC 27607

P 919.866.4951
F 919.859.5663
www.timmons.com

RE: Lyon & Ivy Road Storm Drainage & Utility Improvements Construction Administration


CONTRACT: Annual Services Contract between the City of Fayetteville (the "City") and Timmons Group (the "Consultant").

All work to be performed in accordance with the terms, limitations, and conditions of said contract.

SCOPE OF WORK: The "Consultant" shall provide transportation engineering design services in accordance with the attached Scope of Work.

SCHEDULE OF WORK: The "Consultant" shall support the construction work with an estimated schedule of approximately 16 months from NTP to the contractor.

COMPENSATION: The "Consultant" shall be paid in accordance with the referenced contract, a total fee not to exceed of \$662,356.00. See Attached Scope of Work.

SUBMITTED:  11/17/2025
David Duncan, PE, ENV SP Date
Project Manager
Timmons Group

APPROVED: _____
City of Fayetteville Date

SCOPE OF WORK

Lyon & Ivy Construction Administration

Project Description

This work expands upon the previously designed, approved, bid, and awarded Lyon & Ivy Road Storm Drainage & Utility Improvements project to add Timmons Group as the engineer leading daily and regular Construction Administration (CA) work on behalf of the City. Substantial completion is anticipated with 375 days of NTP with final completion within 405 days of NTP to the contractor. Effort under this CA task order is to be billed as Time and Materials (T&M) for efforts and expenses necessary to complete the inspection, reporting, documentation, coordination, and responses to RFI efforts anticipated with this project.

The following is a detailed discussion of the services proposed:

BASIC SERVICES

1) Construction Administration (T&M)

Preconstruction Meeting

The Consultant will conduct the Preconstruction Meeting for the project prior to the Notice to Proceed date. The City of Fayetteville, PWC, impacted utility owners, and the contractor will be invited and encouraged to attend the pre-construction meeting. It is assumed that the City of Fayetteville will determine the date and secure the meeting room for the Preconstruction Meeting.

An agenda will be prepared for the Preconstruction Meeting that outlines important aspects of the bid documents (contract, plans, etc), the current status of right of way acquisitions and utility relocations, required contractor submittals, minimum material testing requirements, and the final acceptance process. A draft agenda will be provided to the City of Fayetteville for review prior to the Preconstruction Meeting. The City of Fayetteville will approve the agenda. The approved agenda will be emailed to all anticipated Preconstruction Meeting attendees prior to the Preconstruction Meeting.

Project Management

The Consultant will provide project management throughout the course of the project duration including meeting City reporting and invoicing requirements.

Daily Project Representative

The Consultant will provide full-time project representative services on site (average of 40 hours per week) for the project duration, estimated as 15 months of construction. It is assumed the contractor will not actively be working for 1 month of the construction period due to mobilization, close-out, and shutdowns for City events or weather.

Coordination of Contractor's Submittals

The Consultant will serve as the primary point of contact for the contractor throughout the duration of construction on the project. Unless otherwise directed, the contractor will send all submittals to the Consultant. Upon receipt, the Consultant will review the submittal for compliance with the contract documents and distribute it within two (2) business days to the

appropriate entities (City of Fayetteville, PWC, Inspector, etc.) for review and approval. The Consultant shall create/maintain a summary log of submittals. Contractor submittals may include, but are not limited to: Schedule of Values, Progress Schedule(s), Plan of Operations narrative, source of materials documentation, shop drawings, invoices, requests for information, proposed revisions to the plans or working hours, notices of intent to file a claim, charge orders, request for final inspection, and request for final acceptance.

Baselines and Benchmarks

Provide benchmarks and baselines to the contractor via digital AutoCAD files. This does not include physical staking for construction.

Construction Progress Meetings

Progress meetings will be held monthly during the construction of the project to review recently completed and upcoming work, as well as discuss any other important issues on the project. The Consultant shall prepare an agenda for the Progress Meeting, attend the meeting, and prepare minutes for distribution to attendees within seven (7) days after the meeting is held. A draft of the agenda and a draft of the minutes will be provided to the City of Fayetteville for review and approval before either are distributed.

Engineering Site Visits

Engineering site visits will be made monthly during the construction of the project to review the progress and quality of work and to determine if the work is proceeding in accordance with the Construction Contract Documents. Additional engineering site visits are an Additional Services.

Material Testing

Provide material testing services required by contract documents including earthwork, concrete, and asphalt testing. Review test results and convey discrepancies to Contractor and Owner.

As-Builts

The Consultant will produce as-built drawings in accordance with standards set by the NC Board of Examiners for Engineers and Surveyors. The Consultant shall complete as-built survey for items constructed after items have been built. Confined space entry for as-built survey is excluded. Drawings shall include survey and contractor markups as appropriate. It is anticipated the contractor will provide any as-built survey during construction for noting buried features such as bends, elbows, and other appurtenances and that Timmons Group as-built survey task will represent visible survey features. It is anticipated that as-built pdfs will be provided to the City within seven (7) business days of receiving files from the contractor or surveyor.

Review and Approval of Shop Drawings

All shop drawings submitted by the contractor will be reviewed by the Consultant and coordinated with the City of Fayetteville as appropriate. The Consultant will provide comments or approval of the shop drawing within seven (7) business days.

Review and Approval of Wetland Boundaries and Clearing Limits

Prior to beginning construction, the contractor will be required to delineate wetland boundaries and flag the proposed clearing limits. The Consultant will review the wetland boundaries and

clearing limits on site for conformance with the contract documents within 48 hours of notice and provide written notice of the wetland flagging status for either approval or revision to the contractor and the City of Fayetteville that the wetland boundaries and clearing limits are accurate or require revision until they are accurate.

Review and Recommendation for Approval of Pay Requests (Invoices)

All monthly invoices submitted by the contractor will be reviewed and recommended for approval or revision by the inspector and then forwarded to the Consultant. The Consultant will provide comments or recommend approval of the invoices to the City of Fayetteville within three (3) business days.

Review and Response to Requests for Information

All Requests for Information submitted by the contractor will be reviewed by the Consultant. The Consultant will consult with the City of Fayetteville and provide a response within three (3) days after the Request for Information was submitted.

Review and Recommendation for Approval of Design Changes

The Consultant will review, provide comments, and recommend approval or rejection of all design changes or changes to the working hours that are proposed during the construction of the project. Design changes or changes to the working hours may be proposed by the contractor, the City of Fayetteville, or the Consultant. Design changes that are required due to errors, ambiguities, or omissions in the plans or contract documents will be made without any additional compensation. All other design changes that are proposed during the construction of the project may be negotiated and added to this scope of work as a change order.

Review and Recommendation for Approval of Construction Change Orders with Bulletin Drawings

Whenever a Change Order is required during the construction of the project, the Consultant will coordinate the scope of work, cost impacts, and schedule impacts with the contractor, the City of Fayetteville, and the project inspector. Any changes to the plans that are required will be signed and sealed by the Consultant. The revised plan sheet(s) will be attached to the Change Order (estimated as up to 4).

Once the scope, cost and schedule are agreed upon by all parties, the Consultant will:

- Prepare the Change Order using the standard template,
- Recommend its approval,
- Obtain the contractor's acceptance, and
- Forward the signed Change Order to the City of Fayetteville for approval.

Punch List and Final Acceptance

After the contractor requests a Final Inspection, the Consultant will meet the inspector and the City of Fayetteville on site and develop a punch list of items required to be completed prior to Final Acceptance of the project. The punch list will be provided to the contractor. Once the contractor has notified the Consultant that the punch list is complete, the Consultant will meet the inspector and the City of Fayetteville on site for a final walk-through of the project. The Consultant will review legal releases, permits, and warranties provided by the contractor.

Review and Recommendation for Assessment of Liquidated Damages

If Final Acceptance occurs after the Contract Completion Date (as adjusted in accordance with

the most recent Change Order), then the Consultant shall provide a written recommendation to the City of Fayetteville regarding the amount of liquidated damages that the contractor should be assessed for not delivering the project in accordance with the contract schedule.

Review and Recommendation for Claims

The contractor may submit to the City of Fayetteville a written Claim for which it properly submitted an Intent to Final a Claim while performing the work. This scope of services assumes that a written Claim will not be filed by the contractor for this project. If a written Claim is filed, additional work may be added as a change order to allow the Consultant to review the claim and provide a written recommendation to the City of Fayetteville regarding its validity.

Should funding under this task become exhausted, an additional services work order shall be negotiated for additional support if needed.

REIMBURSABLE EXPENSES (T&M)

A. Mileage

The Consultant will perform up to monthly progress meetings and engineering site visits (16 each) round trips between the Consultant and the Owner's offices or to the project site during construction. An average round trip mileage of 140 miles between the Consultant's offices and the Owner's offices is assumed for budgeting purposes.

B. Additional reimbursables

Additional expenses such as meals, postage, reproduction, daily inspection efforts, and permit fees will be reimbursed at cost with a maximum allowance of \$10,000.

EXCLUSIONS

The following additional services are not included in the current scope of services. If during work the Owner requests these or any other additional services be performed, the Consultant will provide the services through a contract modification.

- Fees, including those associated with printing, plan reviews, mitigation, applications, or permits.
- Any other service not explicitly identified in this document.
- Construction Administration tasks including:
 - Review and Recommendation for Claims

CITY OF FAYETTEVILLE Annual Services Contract Lyon & Ivy Road Drainage and Utility Improvements CA Work Order No. ?									Timmons Group 5410 Trinity Road, Suite 102 Raleigh, NC 27607 #####	
TASK/LABOR CLASSIFICATION	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER / PROJECT MANAGER	LICENSED LAND SURVEYOR	2 MAN CREW	SENIOR DESIGNER / PROJECT ENGINEER III	ENVIRONMENTAL SCIENTIST	ENVIRONMENTAL TECHNICIAN	DAILY CONSTRUCTION INSPECTOR	TOTAL HOURS	TASK FEE
Services										
1. Construction Administration (T&M)	152	508	40	156	564	24	24	2600	4068	\$649,220
<i>Preconstruction Meeting</i>	4	8			4					\$3,020
<i>Project Management</i>	100	46								\$31,010
<i>Daily Project Representative</i>								2600		\$390,000
<i>Review of Submittals</i>		20			40					\$10,100
<i>Baselines and Benchmarks</i>		2			8					\$1,650
<i>Monthly Progress Meetings</i>		64			32					\$16,960
<i>Engineering Site Visits</i>		96			64					\$28,000
<i>Material Testing (Geotechnical staff)</i>	10	38			162					\$35,200
<i>As-built survey</i>	4	20	40	156	20					\$43,080
<i>Review of Shop Drawings</i>		32			64					\$16,160
<i>Review of Wetland Boundaries & Clearing Limits</i>		6			6	24	24			\$7,590
<i>Review of Invoices</i>	16	64			32					\$20,560
<i>Review of RFIs</i>	4	24			40					\$11,740
<i>Review of Design Changes</i>	4	16			24					\$7,700
<i>Review of Change Orders & Bulletin Drawings</i>	4	40			56					\$17,260
<i>Punch List & Final Acceptance</i>	4	24			12					\$7,260
<i>Review of Liquidated Damages</i>	2	8								\$1,930
TOTAL HOURS EACH CLASSIFICATION	152	508	40	156	564	24	24	2600	4068	
CLASSIFICATION RATES	\$225.00	\$185.00	\$180.00	\$180.00	\$160.00	\$135.00	\$95.00	\$150.00		
Total - Budgeted Amounts (T&M)	\$34,200.00	\$93,980.00	\$7,200.00	\$28,080.00	\$90,240.00	\$3,240.00	\$2,280.00	\$390,000.00		\$649,220.00
DIRECT EXPENSE										
	4480	Mileage @ \$0.70								
TOTAL DIRECT EXPENSE	\$10,000	Additional Expenses								
TOTAL FEE NOT TO EXCEED										\$662,356.00

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES

BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

TIMMONS GROUP, INC.

MARCH 21, 2025

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**PROFESSIONAL SERVICES AGREEMENT
FOR ON CALL CONSULTING SERVICES**

THIS AGREEMENT, effective the day March 21, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **TIMMONS GROUP, INC.** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 7053 Celebration Park Ave Suite 300, Richmond, VA 23225

WITNESSETH:

WHEREAS, CITY, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CONSULTANT provides professional engineering consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

WHEREAS, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1. TERM OF AGREEMENT. The term of this Professional Services Agreement for On-Call Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

1.1. ASSIGNMENT. It is the intent of this Professional Services Agreement to secure the professional [type of services] services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 2. COMPENSATION. **CONSULTANT** shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT's** monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

2.1. VERIFICATION OF INVOICES. **CITY** has the right to require the **CONSULTANT** to produce for inspection all **CONSULTANT's** time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

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

ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. **CONSULTANT** shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** warrants that the professional engineering services completed for **CITY** under this Agreement shall be performed utilizing the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. All professional engineering services provided by the **CONSULTANT** which are, or must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

3.2. CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 3.1, the **CONSULTANT** shall make site visits appropriate to the stage of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. **CONSULTANT** will endeavor to protect **CITY** against defects and deficiencies in the work of contractors and will report any observed deficiencies to **CITY**. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 4. ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.

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

5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE. To the extent permitted by law, **CONSULTANT** agrees to indemnify and hold harmless the **CITY** and its

elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage to the extent caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not constitute a waiver of the **CITY**'s governmental immunity in any respect under North Carolina law. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

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

5.4. OTHER INSURANCE. In addition to professional liability insurance and commercial general liability insurance set forth above, **CONSULTANT** further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- If applicable, the CGL policy required above shall provide **CONSULTANT** with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of **CONSULTANT** in the design of any building designed by the **CONSULTANT** under the terms of this Agreement.

5.5. CERTIFICATES OF INSURANCE. **CONSULTANT** shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

ARTICLE 6. INDEPENDENT CONTRACTOR. **CONSULTANT** is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor at all times. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

ARTICLE 7. COMPLIANCE WITH LAWS. **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 8. CITY'S RESPONSIBILITIES. **CITY** will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY**, **CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** shall have neither the obligation nor the right to perform further services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY'S** request.

ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT**, **CITY** may, without cause and without

prejudice to any other right or remedy legally available to the **CITY**, terminate this Agreement. Upon such notice, **CONSULTANT** shall have neither the obligation nor the right to perform services under this Agreement nor shall the **CITY** be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, **CONSULTANT** shall be paid for the completed executed in accordance with this Agreement prior to the effective date of termination. Additionally, upon mutual agreement, **CONSULTANT** may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur thirty (30) days after the written notice is sent by the **CITY**. Upon request by the **CITY**, **CONSULTANT** shall provide to the **CITY** all reports, surveys or other related documents upon the **CITY's** request and at the **CITY's** cost. **CONSULTANT** has no liability for **CITY's** use of incomplete reports, surveys or related documents.

ARTICLE 11. NONDISCLOSURE OF PROPRIETARY INFORMATION. **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the services to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

ARTICLE 12. NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: DOUGLAS J HEWETT
CITY MANAGER
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **TIMMONS GROUP, INC.**
ATTENTION: PAUL R. TRAPP
PRINCIPAL/CORPORATE SECRETARY
7053 CELEBRATION PARK AVE SUITE 300, RICHMOND, VA 23225

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **CITY**.

ARTICLE 13. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse

governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE 14. GOVERNING LAW. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

ARTICLE 15. MISCELLANEOUS.

15.1. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

15.2. PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

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

15.4 STATUTE OF LIMITATIONS. No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

ARTICLE 16. INTEGRATED AGREEMENT. The CITY's authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. CONSULTANT and CITY agree that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both CONSULTANT and CITY.

ARTICLE 17. BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE 18. VENUE AND FORUM. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State

of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

ARTICLE 19. E-VERIFY. CONSULTANT hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. **CONSULTANT** further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). **CONSULTANT** hereby pledges, attests and warrants through execution of this Agreement that **CONSULTANT** complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by **CONSULTANT** shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE 20. MORALITY CLAUSE. If, in the sole opinion of the **CITY**, at any time **CONSULTANT** or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more of the actions below, the **CITY** may immediately upon written notice to **CONSULTANT**, terminate this Agreement, in addition to any other rights and remedies that the **CITY** may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the **CITY**;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the **CITY**'s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the **CITY** or may reflect unfavorably on the **CITY**;
and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the **CITY**.

ARTICLE 21. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR THAT INVEST IN IRAN CERTIFICATION. **CONSULTANT** certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, **CONSULTANT** further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the **CITY** for any and all damages, costs and attorneys' fees incurred by the **CITY** in connection with any valid claim,

brought by a third party, that this Agreement or any part thereof is void due to **CONSULTANT** appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

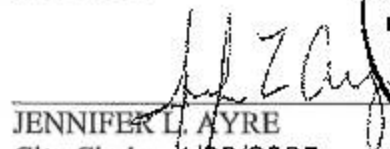
ARTICLE 22. CITY'S TERMS SUPERSEDE. To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

ARTICLE 23. SURVIVAL OF TERMS. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

ARTICLE 24. NON-DISCRIMINATION. **CONSULTANT** agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

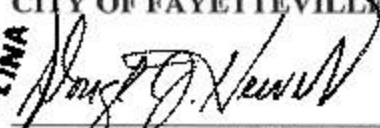
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

ATTEST:


JENNIFER L. AYRE
City Clerk 4/22/2025



CITY OF FAYETTEVILLE


Douglas J. Hewett, ICMA-CM
City Manager

DATE: 4/22/2025

TIMMONS GROUP, INC.

BY: 

PRINT: Paul R. Trapp, Jr.

TITLE: Principal/Corporate Secretary

DATE: April 3, 2025

THIS INSTRUMENT HAS BEEN PREAUDITED IN
THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.





City of Fayetteville

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

City Council Action Memo

File Number: 25-5020

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A8

TO: Mayor and Members of City Council

THRU: Kelly Strickland - Assistant City Manager

**FROM: Christopher Cauley, MPA - Economic & Community Development
Director**

**Derrick McArthur, - Economic Development Manager, Economic &
Community Development**

DATE: December 8, 2025

RE:

**Adopt Resolution of Support Authorizing to Apply for North Carolina Department
of Commerce Rural Economic Development Grant for Benjamin Stout Real
Estate Services, Inc.**

COUNCIL DISTRICT(S):

District 2 Malik Davis

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022- 2026

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

- 2.2: To invest in community places to ensure revitalization and increase quality of life

Goal VI: Collaborative citizen and Business Engagement

- 6.2: To ensure trust and confidence in City government through transparency and high-quality customer service
- 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration and empowerment

Executive Summary:

City Council is asked to adopt the attached resolution and authorize the City Manager to execute the grant application required for the substantial rehabilitation of a commercial facility located at 200 Green Street. The Economic and Community Development Department (ECD) and the Fayetteville-Cumberland Economic Development Corporation (FCEDC) is assisting Benjamin Stout Real Estate Services, Inc. with this project, which qualifies for the North Carolina Department of Commerce (NCDOC) Rural Economic Development - Building Reuse Grant, a program that supports the renovation of vacant or underutilized buildings that will result in new job creation.

To be eligible for submission, the applicant must secure a supporting resolution from the local government and obtain authorization for the City Manager to sign all required grant documents. Approval of this item will enable the City to proceed with the grant application on behalf of the company, supporting economic development and job

creation within District 2.

Background:

The Building Reuse Program, under the Rural Grants/Programs Section of the NC DOC, provides grants to local governments. Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion, or construction of health care entities that will lead to the creation of new, full-time jobs.

The City of Fayetteville is requesting a \$80,000 Rural Economic Development Grant from the NCDOC for a building reuse grant for Benjamin Stout Real Estate Services, Inc. The company will undertake substantial renovations of property at 200 Green St; and in turn, guarantee the creation of 10 new full-time jobs. At least \$3,050,000 of qualified project expenditures are estimated to be made by Benjamin Stout Real Estate Services, Inc. to redevelop this property.

Issues/Analysis:

Approval of the grant application would support the renovation of an underutilized commercial property in the downtown area and incentivize private investment and job creation. The project aligns with the City's economic development goals by supporting business expansion and downtown revitalization.

Budget Impact:

If awarded, the grant requires a 5% local cash match of \$4,000, which will be provided by a General Fund transfer. There is sufficient funding available in the ECD general fund budget for FY 2026 to accommodate this grant match.

Options:

- Adopt the attached the Resolution of Support for the Building Reuse Grant authorizing the City Manager to sign the grant application for Benjamin Stout Real Estate Services, Inc.
- Do not adopt the attached the Resolution of Support for the Building Reuse Grant authorizing the City Manager to sign the grant application for Benjamin Stout Real Estate Services, Inc.
- Direct staff to some other course of action.

Recommended Action:

Staff recommends that City Council move to adopt the Resolution of Support for the Building Reuse Grant authorizing the City Manager to sign the grant application for Benjamin Stout Real Estate Services, Inc.

Attachments:

Resolution of Support for Building Reuse Grant

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE,
NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO APPLY FOR
FUNDING THROUGH THE NORTH CAROLINA DEPARTMENT OF COMMERCE
BUILDING REUSE PROGRAM FOR THE BENJAMIN STOUT REAL ESTATE
SERVICES, INC. BUILDING REUSE PROJECT**

WHEREAS, The North Carolina General Assembly has authorized funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovating vacant buildings, and implementing research and demonstration projects; and

WHEREAS, The Building Reuse and Restoration Grants Program is designed to spur economic activity and job creation by assisting in the productive reuse of vacant or existing buildings; and

WHEREAS, the City has a need for and intends to assist in the renovation of an existing building located at 200 Green St., Fayetteville, NC; and

WHEREAS, the City intends to request funding assistance in the amount of \$80,000 from the North Carolina Department of Commerce from its Building Reuse Program for the project that will create 10 full-time jobs.

NOW, THEREFORE, be it resolved by the City Council for the City of Fayetteville that;

The City is in full support of the application and the project, if funding is received. The City will arrange for a local cash match, not to exceed \$4,000; and

The City of Fayetteville has substantially complied or will substantially comply with all State and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

NOW, THEREFORE, be it resolved by the City Council for the City of Fayetteville is hereby authorizing the City Manager and Mayor to authorize and execute all necessary documents to apply for the Building Reuse Grant described above.

Adopted this the 8th day of December, 2025.

(SEAL)

CITY OF FAYETTEVILLE

By:

Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 25-5064

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A9

TO: Mayor and Members of City Council

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

FROM: Adam Lindsay, Assistant City Manager, ICMA-CM

DATE: December 8, 0225

RE:

Authorize the City Manager, upon Legal approval, to amend the lease with the Fayetteville Area Convention & Visitors Bureau.

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

Goal IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.

Goal V: The City of Fayetteville will be a financially sound city providing exemplary city services.

Executive Summary:

The City, starting in 2000, began leasing space to the Fayetteville Area Convention and Visitors Bureau at the History Museum at 315 Franklin Street. Distinctly Fayetteville, as it was later rebranded, sent City of Fayetteville formal notification dated October 10, 2025 to terminate their existing lease at the History Museum by no later than December 31, 2025.

Background:

Distinctly Fayetteville merged with Cumberland County Tourism Development Authority in 2025.

Issues/Analysis:

The City receives \$11,800 annually from this agreement.

Budget Impact:

\$11,800 Annually

Options:

Authorize the City Manager to execute an amendment to the current lease, upon approval of the City Attorney.

Do not authorize the City Manager to execute an amendment to the current lease and direct staff to another course of action.

Recommended Action:

Authorize the City Manager to execute an amendment, as discussed, to the current lease, upon approval of the City Attorney.

Attachments:

1. Distinctly Fayetteville Lease
2. FACVB History Museum Notification

STATE OF NORTH CAROLINA

LEASE

COUNTY OF CUMBERLAND

This Lease Agreement (hereinafter the "Lease") is made and entered into this 31st day of January, 2000, by and between the CITY OF FAYETTEVILLE, North Carolina, hereinafter referred to as "LESSOR," and the Fayetteville Area Convention and Visitors Bureau (FACVB), a North Carolina nonprofit corporation, hereinafter referred to as "LESSEE". The LESSOR and LESSEE are herein sometimes separately referenced as "Party" and jointly referenced as "Parties" agree as follows:

1. DEFINITIONS

(a) Depot. The buildings, improvements, fixtures, parking lots, appurtenant structures, and facilities constructed and operated on the Demised Premises in accordance with the Agreement, as hereinafter defined, and known as the Cape Fear and Yadkin Valley Railway Passenger Depot.

(b) Demised Premises. The space described in Attachment A, of approximately One Hundred Twenty (120) square feet, within the Depot set aside for the operation of a visitors' center, and also together with a non-exclusive easement in the sidewalks, parking areas, aisles, entranceways, corridors and hallways, or access, egress, regress, for vehicular parking. The terms "Demised Premises" and "visitor's center" may be interchangeably used in this Lease.

(c) Final Completion. The date that LESSOR issues a Certificate of Occupancy, or other approval by LESSOR's Inspection Department that the Depot is ready for public use.

(d) Permanent Improvements. Shall include any and all buildings and fixtures, trade or otherwise, that are permanently affixed to the ground or any structure, building or other improvement on the Demised Premises, and can not be removed without destroying the use for which said buildings and fixtures, trade or otherwise, were originally intended to be used.

(e) Nonpermanent Improvements. Shall include any fixtures, trade or otherwise, or items of personal property that can be removed from the Demised Premises without destroying the use for which fixtures, trade or otherwise, were originally intended to be used.

(f) Unavoidable Delays. Any delay caused by damage or destruction by fire or other casualty, whether similar or dissimilar, acts of the federal, county, or state government, or of the LESSOR (other than as contemplated by this lease), strikes, embargoes, shortages of material, unusually adverse weather conditions, or other like or unlike events or conditions beyond the reasonable control of the LESSOR and without its fault or negligence.

(g) Agreement. That certain Enhancement Agreement entered into between LESSOR, and the North Carolina Department of Transportation (hereinafter DOT), dated the 25th day of April, 2000, the provisions of which are incorporated by reference as if fully set forth herein.

2. DEMISE OF PREMISES; TERM; BUDGETS.

(a) Demised Premises. LESSOR, for and in consideration of the installments, covenants, and conditions herein contained to be kept, performed and observed by LESSEE, does hereby lease and demise to LESSEE, and LESSEE does hereby accept from LESSOR, the property described on Attachment A hereto, hereinafter the "Demised Premises, subject to any existing rights-of-way or other easements of record.

(b) Warranty of Title. LESSOR hereby represents and warrants that LESSOR is the owner in fee simple absolute of the Demised Premises, subject to the covenants, conditions, restrictions, easements, and other matters of record.

(c) Warranty of Quiet Enjoyment. LESSOR covenants and agrees that LESSEE, upon payment of the rent installments and other charges as required and herein provided, and upon observance and performance of the covenants, conditions, and terms of this Lease, shall peaceably hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by LESSOR or any other person or persons claiming under LESSOR, except as herein expressly provided.

(d) Lease Term. This Lease shall be for a term of twenty five (25) years commencing on the first day of the month after final completion of the Depot, or July 1, 2003, (the "Commencement Date"), whichever shall first occur (provided that the Depot shall have then been completed and, if not, either party shall have the right on ten (10) days notice to the other to cancel the lease) and ending on the last day of the 25th year thereafter, unless terminated as otherwise provided herein, or in accordance with Default and Remedies. At the time of Commencement, the parties shall record a Memorandum of Lease to memorialize this occurrence.

(e) Holdover. Any holdover period shall be deemed a month-to-month tenancy.

(f) Rental Payments, Taxes, Operating Deficiency and Utilities.

(1) Rent. The annual rental to be paid by LESSEE to LESSOR shall be the sum of Eleven Thousand One Hundred and Eighty Dollars (\$11,180.00), payable in 25 annual installments. The rent shall include the cost of all monthly utilities except that LESSEE shall pay all cost associated with telephonic or data services. The first annual rental payment shall be due in advance upon the date of commencement of the lease as set forth in § 2.(d) above, and each and every subsequent annual payment thereafter shall be due on the anniversary of the first payment. The annual rental payment shall be subject to a consumer price index (CPI) adjustment as follows:

(i) As promptly as practicable after the end the first five (5) years of the original term, Lessor shall compute any increase in the cost of living from the beginning month and year of the Commencement Date of this lease based upon Consumer Price Index (base year 1982-1984 = 100) - For All Urban Consumers, United States City Average Index of All Items (the "Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The "base Index number" shall be the Index number indicated for the City of Fayetteville (or other near City in North Carolina) entitled "all items" for the month of June, 2000. The "current Index number" shall be the

corresponding Index number for the month of June for the fifth year of the term of this lease. The current Index number shall be divided by the base Index number, and integer one shall be subtracted from such quotient. Any resulting positive number shall be deemed to be the percentage of increase in the cost of living. The increase shall be determined by multiplying the percentage of increase by the annual rent at the time of the calculation.

(ii) Lessor shall give Lessee notice of such increase within a reasonable time after obtaining the necessary data for computing it. Lessor's computation shall be conclusive and binding, but shall not preclude any adjustment that may be required by a published amendment of the Index figures upon which the computation was based unless Lessee notifies Lessor of any claimed error therein within sixty (60) days after such notice is given.

(iii) The fixed annual rental payable in accordance with Paragraph 2 of this lease plus the increase calculated in accordance with this paragraph shall be due and payable to Lessor in equal annual installments, commencing with the sixth year of the term of this lease. Any retroactive payments then due for the period from the fifth anniversary date of this lease to the payment date for the next annual installment of rent shall be payable within five (5) days after the above provided notice is given. If there is any subsequent redetermination of such amount, the parties shall promptly make the indicated adjustment.

(iv) Regardless of the fluctuations in the Consumer Price Index, the fixed annual rental shall not, in any case, be reduced for the original term of this lease.

(v) If publication of the Consumer Price Index is discontinued, the parties shall accept comparable statistics on the cost of living for the City of Fayetteville, as such statistics are computed and published by a federal agency or by a recognized financial periodical selected by the parties or by arbitration. If comparable statistics are used in place of the Consumer Price Index, or if the Index figure is published at non-monthly intervals, the method of computation shall include all revisions required to carry out the intent of this paragraph.

(2) Late Charges. If LESSEE fails to pay any annual rental payment by the 15th day of the month following the due date thereof, LESSEE shall pay a late payment charge equal to the amount of the delinquency times a per diem rate calculated at the legal interest rate permitted for such purposes, which shall become due and payable to the LESSOR as liquidated damages for the administrative costs and expenses incurred by the LESSOR by reason of LESSEE'S failure to make prompt payment. The Late Charges shall be payable by LESSEE on demand. No failure by the LESSOR to insist upon strict performance by LESSEE of its obligation to pay Late Charges shall constitute a waiver by the LESSOR of its right to enforce the provisions of this section.

(g) Impositions Taxes, Fees, Utility Charges. LESSEE shall pay or cause to be paid all of the following items, if any ("Impositions"):

(1) Any ad valorem property taxes, special taxes and assessments on all capital improvements made solely by LESSEE on the Demised Premises;

(2) Any personal property and inventory taxes;

(3) Water, water meter and sewer installments, rates and charges, which shall be separately metered and billed to LESSEE;

(4) License and permit fees;

(5) Any service charges for lighting, sanitary sewer sanitation and water supply, (if separately metered and billed to LESSEE) and mutually agreeable charges for housekeeping of the demised premises;

(6) All excise, sales, value added, use, occupancy and similar taxes;

(7) Charges for communications and other like services rendered or used on or about the Demised Premises;

(8) Payments in lieu of each of the foregoing, whether or not expressly so designated;

(9) Fines, penalties and other similar or like charges applicable to any of the foregoing, and any interest or cost with respect thereto; and

(10) Any and all other federal, state, county and municipal governmental and quasi-governmental levies, fees, installments, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, and any interests or costs with respect thereto, which at any time during or after (but attributable to a period falling within) the Lease Term are:

(i) Assessed, levied, confirmed, imposed upon or would become due and payable out of or in respect of, or would be charged with respect to, the Demised Premises, the use and occupancy of the Demised Premises by LESSEE, any document or agreement to which LESSEE is a party, transferring as interest in LESSEE'S estate in the Demised Premises, and this transaction; and

(ii) Encumbrances or liens upon the Demised Premises not otherwise prohibited by this LEASE and permitted by law.

(12) Each such Imposition, or installment thereof, during the Lease Term shall be paid before the last day the same may be paid without fine, penalty, interest or additional cost; provided, however, that if, by law or agreement, any imposition may, at the option of the payor, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), LESSEE may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, provided that all such installment payments relating to periods prior to the expiration of the Lease Term are required to be made prior to the expiration of the Lease Term.

(13) LESSEE, from time to time upon request of the LESSOR, shall furnish to the LESSOR an official receipt or other evidence reasonably satisfactory to the LESSOR evidencing the payment of any Imposition. If at any time during the Lease Term, a tax or excise on installment or the right to receive installments or other tax, however described is levied or assessed against the LESSOR as a substitute in whole or in part for any Impositions heretofore payable by LESSEE, LESSEE shall pay and discharge such tax or excise on installment before interest or penalties accrue, and the same shall be deemed an Imposition levied against the Demised Premises in accordance with this Section.

(h) Proration of Impositions. Any Imposition relating to a fiscal period of the imposing authority, a part of which period is included within the Lease Term, and a part of which is included within the period of time before or after the Lease Term, shall be apportioned between the LESSOR and LESSEE as of the beginning and ending dates of the Lease Term so that LESSEE shall pay that portion of such Imposition for that part of such fiscal period which is within the Lease Term.

(i) Contest of Impositions. LESSEE shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. Upon termination of such proceedings, it shall be the obligation of LESSEE to pay the amount of such Imposition or part thereof as finally determined in such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith. LESSEE shall have the right to seek a reduction in the assessed valuation of the Demised Premises for ad valorem property tax purposes, and to prosecute any action or proceeding in connection therewith.

(j) Books and Financial Records. Adequate books and financial records of the LESSEE relative to the operation of the visitors' center shall be maintained by the LESSEE in accordance with generally accepted accounting principles for non-profit corporations and shall be made available to the LESSOR at its request. LESSEE shall be required to keep at all times during the term of this lease, and for three (3) years after the termination of this lease, all financial records required herein to be kept and provided to the LESSOR.

(k) LESSEE shall be required, subject to reasonable notice, to permit the City Manager of LESSOR, or his/her designee, to examine the books and financial records of LESSEE relative to the operation of the Visitor's Center only for the purpose of maintaining compliance with the terms of this Lease. Additionally, during the term of this Agreement, LESSEE shall provide to LESSOR such other monthly financial reports and data in such detail as may be required by the LESSOR'S Finance Director in accordance with acceptable accounting reporting standards.

3. USE OF PREMISES

Throughout the Lease Term, LESSEE shall use the Demised Premises for the operation of a visitor center located within a transportation museum in accordance with the Agreement. During the Term of the Lease, LESSEE shall not make or cause to be made any repairs, decoration, revisions, alterations and improvements to the Demised Premises, unless permitted by LESSOR, and DOT, provided that any such permitted repairs, decoration, revisions, alterations and improvements shall maintain the historic character of the Depot. LESSEE shall staff the visitors' center at all times the Depot is open to the public, to include those holidays observed by the City of Fayetteville, in §22-39 of the Fayetteville City Code, deemed appropriate by the LESSEE.

4. OPERATION

LESSEE shall operate the visitors' center in the Demised Premises in a manner consistent with the operation of other public visitor centers located within transportation museums similar in function. Any such operational methodology shall be mutually agreeable upon by LESSOR and LESSEE. Such operations shall be in accordance with all applicable health and safety regulations.

5. TERMINATION IF USE BECOMES UNLAWFUL, IMPOSSIBLE, OR IMPRACTICAL

(a) If it is or becomes unlawful for LESSOR, or anyone holding under LESSOR directly or indirectly, to operate the Depot, or if all or any part of the Demised Premises is condemned or changed by public authority so that it becomes impossible or impractical to use the Demised Premises in the manner described in this §3, then LESSEE shall have the right at any time thereafter to terminate this Lease by giving LESSOR sixty (60) days notice in writing of such termination upon the following terms and conditions:

(i) LESSEE shall vacate the premises within 30 days of any notice required herein, provided that LESSEE shall be entitled to a pro-rata refund of any unearned rents paid in advance.

(ii) Except for museum exhibits, artifacts, or memorabilia which are not the property of LESSOR and can be removed without damaging the Demised premises, LESSEE shall not be permitted to remove any permanent or non-permanent (except for removeable trade fixtures which can be removed without damage to the Demised Premises) improvements from the Demised Premises without the consent of the LESSOR.

(b) If the operation of the Depot is rendered impossible due to condemnation by a valid condemnor, the lease shall be terminated without penalty to LESSEE and the amount of any condemnation award paid to LESSEE by settlement, court order, or otherwise, shall be applied in the following order:

(i) Towards any unpaid rent or other amounts due LESSOR under the terms of this lease;

(ii) To the payment to LESSEE of any investment made by the LESSEE in the demised Premises;

(iv) Any remaining funds shall be paid to LESSOR..

(c) The purpose of this Section is to require LESSEE to construct and operate a visitors' center within the Depot of the nature described in Use of Premises, regardless of alterations that may need to be made from time to time in order to accommodate easements or right-of-way expansions or other impositions by public authorities, so long as such impositions are not materially detrimental to the facility's operation and make continued operation of the Depot financially impossible.

(d) If, as a result of condemnation, a portion of the Demised Premises is taken by the condemning authority, but the remaining portion shall nevertheless allow LESSEE to continue the operation of the visitors' center within the Depot, then and in that event any condemnation award paid to LESSEE by settlement, court order, or otherwise, shall be applied in accordance with the priority set forth in § 5.(b) on a pro-rata basis as the amount of the award or settlement relates to the fair market value of the entire leasehold estate as of the date of taking.

(e) If, an appraisal of the remaining portion of the Demised Premises, by a member of the Master Appraisal Institute selected by the LESSOR, shall show that the fair market value of the remainder of the Demised Premises has been so affected as to not make it economically feasible for the LESSEE to continue operation of the Demised Premises and make the annual installment payments, there shall be a corresponding adjustment to the remaining annual installment payments.

6. SIGNS

Subject to compliance with the LESSOR'S sign ordinance, the LESSEE may install and maintain sign(s) on the improvements, and at locations mutually agreeable on the Depot entrance and directional signs of sufficient number and size to adequately advertise the LESSEE'S use of the Demised Premises.

7. ALCOHOLIC BEVERAGES

LESSEE shall use reasonably diligent efforts to ensure that Alcoholic beverages are not to be sold, consumed, or otherwise permitted on the Demised Premises without the consent of LESSOR.

8. OWNERSHIP OF IMPROVEMENTS

(a) Easements and Dedications. In order to provide for the more orderly development of the Demised Premises as a public Depot, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power lines, and other easements and dedications, and similar rights be granted or made on or within portions of said Demised Premises. As part of the mutual consideration recited herein, each party, upon request of the other party, shall join in executing and delivering such documents, from time to time, and throughout term of this Lease, as the parties deem appropriate or necessary for the several governmental agencies, public utilities, and companies for the purposes of granting such easements and dedications.

(b) Extension if Construction is Prevented or Delayed. If LESSOR is prevented from or unreasonably hindered in completing construction of the improvements required to be made by LESSOR by the Agreement prior to commencement of this Lease, due to unavoidable delays, provided LESSOR is diligent and uses its best efforts to complete said improvements in spite of the same, and LESSOR submits bona fide proof that it is on schedule to complete the improvements required by the Agreement, but for the events of unavoidable delay, LESSEE shall agree to an extension of the commencement of the Lease term as set forth in §2.(d) for an additional period of time equal to the delay caused by the events of unavoidable delay.

(c) Ownership of Improvements, Fixtures, and Equipment; Equipment Leases and Contracts. Except for museum exhibits, artifacts, or memorabilia which are not the property of LESSOR and can be removed without damaging the Demised premises, it is expressly understood and agreed that title to any and all permanent and nonpermanent improvements (except for removeable trade fixtures which can be removed by LESSEE without damage to the Demised Premises) whatsoever nature at any time constructed, placed, or maintained upon any part of the Demised Premises shall be and remain vested in the LESSOR. During the term of this lease, LESSEE shall be required to maintain at all times an accurate written inventory of all museum exhibits, artifacts, or memorabilia.

9. ENCUMBRANCE OF LEASEHOLD ESTATE

LESSEE shall not, at any time or from time to time during the Lease Term, encumber the leasehold estate by any type security instrument, deed of trust, or Financing Statements pursuant to the Uniform Commercial Code.

10. ENVIRONMENTAL

(a) LESSEE shall comply with all Environmental Laws (as hereinafter defined). LESSEE may handle, store, and use Hazardous Materials (as hereinafter defined), limited to the types, amounts and uses as reasonably necessary for the construction and operation of the visitors' center on the Demised Premises, provided that:

(1) LESSEE'S operations and activities on the Demised Premises, and more specifically its handling, storage use and disposal of Hazardous Materials, shall at all times comply with all Environmental Laws;

(2) LESSEE shall secure and abide by any and all permits required under applicable Environmental Laws for LESSEE'S handling, storage, use and disposal of any such Hazardous Materials; and

(3) LESSEE shall give or post all notices required by any and all applicable Environmental Laws pertaining to such Hazardous Materials. LESSEE shall provide the LESSOR with copies of all manifests, schedules, correspondence, reports and other documents of all types and kinds, when filed or provided to any governmental or quasi-governmental agency having jurisdiction or enforcement authority regarding Environmental Laws.

(b) Liability. LESSEE shall reimburse, defend, indemnify and save the LESSOR, and its employees, agents, contractors, independent contractors, volunteers and elected and appointed officials, harmless from and against any and all claims, losses, liabilities, and attorneys' fees and costs, arising out of or in any way concerned with the presence of Hazardous Materials placed on or beneath the Demised Premises or the violation of any Environmental Laws by LESSEE or by its agents, employees, contractors or invitees, including, without limitation, the costs of any required or necessary investigation, repair, cleanup or detoxification in the preparation of any enclosure or other required plans or remedies in connection therewith, whether voluntary or compelled by governmental authority. The indemnity obligations of LESSEE under this Section shall survive the termination or expiration of this Lease.

(c) Definitions. For purposes of this Section, the terms used herein shall be the same as defined in any applicable federal, state, or local law or regulation.

11. MAINTENANCE, INSPECTION AND EMPLOYMENT

(a) LESSOR Duty to Maintain. LESSOR, at own cost and expense at all times during the Lease Term, shall keep and maintain, or cause to be kept and maintained the first floor of the Demised Premises in a clean, safe, high quality and good state of appearance and repair, without noticeable wear and tear, to include the heating, ventilation, and air conditioning systems in good working order.

(b) Inspection. LESSEE shall permit the LESSOR and the LESSOR's agents or representatives to enter the Demised Premises at all reasonable times for the purpose of:

- (1) Inspecting the Demised Premises and construction work and improvements thereon;
- (2) Performing the LESSOR's obligations or enforcing the LESSOR's rights hereunder;
- (3) Determining whether or not the LESSEE is in compliance with its obligations hereunder; and

(4) In the case of emergency (i.e., a condition presenting imminent danger to the health or safety of any person or to property), making any necessary repairs to the Demised Premises and improvements thereon, provided that the LESSOR shall make a reasonable attempt to communicate with LESSEE to alert LESSEE to the repairs necessary.

12. INDEMNIFICATION OF LESSOR.

LESSEE'S INDEMNITY. LESSEE shall not do or permit any willful or negligent act or thing to be done upon the Demised Premises which may subject the LESSOR to any liability or responsibility for injury, damage to persons or property, or to any liability by reason of a violation of any law or of any requirement of a governmental authority, and shall exercise such control over the Demised Premises so as to fully protect the LESSOR against any such liability. The LESSEE shall indemnify and hold the LESSOR and any agent, contractor, independent contractor, volunteer, employee and elected and appointed official of the LESSOR (each an "Indemnified Party") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, expert witnesses', engineers', architects' and attorneys' fees, court costs and disbursements, which may be proximately caused by reason of the willful or negligent acts of LESSEE, its agents, employees, or officers in operating the visitors' center and otherwise performing its obligations under this lease.

Lessor's Indemnity. The LESSOR shall to the extent allowed by law, indemnify and hold the LESSEE, its agents, officers, elected and appointed officials, contractors, independent contractors, volunteers, and employees (each an "Indemnified Party") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, expert witnesses', engineers', architects' and attorneys' fees, court costs and disbursements, which may be proximately caused by reason of the willful or negligent acts of LESSOR, its agents, employees, or officers in operating the Depot and otherwise performing its obligations under this lease.

(c) Absence of Insurance. The obligations of each party under this Section shall not be affected in any way by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Demised Premises or any part thereof.

(d) Defense of Claims. If any claim, action or proceeding is made or brought against any Indemnified Party against which it is indemnified pursuant to this Section, then, upon demand by the

LESSOR, LESSEE shall resist or defend such claim, action or proceedings in the LESSOR's name, if necessary, by attorneys for LESSEE'S insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as the LESSOR shall approve. The foregoing notwithstanding, the LESSOR may engage its own attorneys to defend it or to assist in its defense, and LESSEE shall pay the reasonable fees and disbursements of such attorneys or any other attorney specified herein.

(e) The provisions of this Article, Indemnification of LESSOR, shall survive the expiration of the Lease Term with respect to any liability, suit, obligation, fine, damage, penalty, claim, cost, charge or expense arising out of or on connection with any matter which is the subject of indemnification under this Article.

13. INSURANCE

(a) Required Insurance. The following insurance shall be secured by LESSEE and the premiums thereon paid by LESSEE with respect to the Demised Premises and its operations at all times during the Lease Term, and as a condition to the commencement thereof:

(1) Comprehensive General Liability Insurance covering property damage, bodily injury, and personal injury in an amount equal to not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit, with an aggregate of Two Million Dollars (\$2,000,000.00), innkeeper's liability insurance on a per event basis if alcoholic beverages are served at the visitors' center, and employer's liability insurance except that the amount of liquor liability insurance when required shall only be Five Hundred Thousand and 00/100 Dollars (\$500,000.00);

(2) Broad form property damage insurance (covering damage by fire, wind storm, floods, together with "extended coverage" thereof) on any permanent improvements, if any, made by LESSEE and

(3) Statutory worker's compensation insurance;

None of the required coverages set forth herein shall be reduced without the consent of LESSOR. The amount of the minimum coverage in the above clauses may be lowered if an umbrella policy is furnished covering any excess of the liabilities described in said clauses with a limit of liability of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence. Furthermore, the LESSOR may, from time to time, require LESSEE to increase the amounts of such coverages in order to account for inflation or to provide coverages consistent with coverages for similar visitors' centers.

(b) Responsibility to Maintain. LESSEE will procure and maintain the above insurance policies during the Lease Term.

(c) Requirements. All policies of insurance shall be written on an "occurrence" basis, if possible, and if any policy is written on a "claims made" basis, then such policy shall be written so that it can be continued in effect for a period of three years following expiration of the Lease Term.

(d) Policies. All insurance provided for under Insurance: Required Insurance shall be affected by policies issued by insurance companies rated by Best Reporting Service as A. VI or better and that

shall be licensed to do business in North Carolina. The LESSEE shall promptly deliver to the LESSOR certificates of insurance with respect to all the policies of insurance so procured, including existing, additional and renewal policies not less than thirty (30) days prior to the respective dates of expiration. Upon request, the LESSEE shall annually deliver a copy of any or all such insurance policies to the LESSOR.

(e) Endorsements. All policies of insurance provided for under this Section shall have attached thereto.

(1) An endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice to LESSEE and the LESSOR; and

(2) An endorsement to the effect that no act or omission of LESSEE or the LESSOR shall affect the obligations of the insurer to pay the full amount of any loss sustained.

(f) Additional Insured. All policies of insurance required by this Section shall be carried in the name of LESSEE, and all policies shall show LESSOR as an additional insured.

(g) Use of Casualty Insurance Proceeds. If all or any part of the Demised Premises or any buildings and improvements thereon are destroyed or damaged in whole or in part by fire or other casualty (whether or not insured), of any kind or nature, LESSOR shall give the LESSEE immediate notice thereof, and notice of whether or not such damage or destruction had been insured, and whether or not insurance proceeds, if any, will be sufficient for such repairs, alterations, restorations, replacements and rebuilding as may be necessary to put such property in the condition it was in immediately prior to such damage or destruction. LESSOR shall make all insurance claims necessary and appropriate to procure such funds as are needed to carry out such repairs, alterations, restorations, replacements and rebuilding. Proceeds from all insurance claims shall be deposited in a bank account jointly held by LESSEE and the LESSOR in a bank upon the approval of the LESSOR and, unless the LESSOR and LESSEE agree otherwise, be used first to pay in full the costs of restoration before using any part of the same for any other purpose. Subject to the approval of LESSOR'S governing body, LESSOR shall restore the destroyed or damaged Demised Premises, buildings, improvements or fixtures thereon to the extent of the value and as nearly as practicable to the character of the improvement existing immediately prior to such occurrence. If LESSOR'S governing body shall not approve the restoration, and LESSOR is not otherwise able to complete the restoration of the Demised Premises, then LESSEE may on notice to LESSOR cancel this lease. If LESSOR shall fail or neglect to restore with reasonable diligence or, having so commenced such restoration, shall fail to complete the same with reasonable diligence, then LESSEE may complete such restoration with the moneys in the joint account. LESSOR shall give the LESSEE notice of completion of the restoration within ten (10) days thereafter. Where feasible, all restoration work shall be completed within fifteen (15) months from the time of the casualty, which time may be extended due to unavoidable delays.

(h) Neither LESSEE nor anyone claiming by, through, under or in LESSEE'S behalf shall have any claim, right of action or right of subrogation against the LESSOR for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the Demised Premises or to any property upon, in, or about the Demised Premises, whether such fire, explosion or other casualty shall arise from the negligence of the LESSOR, its agents, officers, or employees, or

otherwise.

14. ASSIGNMENT AND SUBLEASE

(a) LESSEE'S Right to Assign, Sublease--Consent of LESSOR. LESSEE shall have the right to assign, convey, or transfer the entirety, or any portion thereof, of LESSEE'S interest in the Demised Premises, subject only to the written consent of LESSOR and DOT to such assignment which shall not be unreasonably withheld, unless such refusal to consent is based upon objective, demonstrable and good faith concerns of LESSOR and DOT regarding the transferee's ability to manage the Depot and/or perform under the terms of this lease. Unless otherwise agreed to in writing by the LESSOR, no sublease shall extend beyond the last day of the Lease Term.

(b) Unless otherwise agreed by LESSOR and DOT, in writing at the time of any sublease permitted herein, the approval of said sublease by LESSOR shall not relieve LESSEE of any obligations under the terms of this lease for that portion of the Demised Premises which is the subject of the sublease.

(c) Estoppel Certificates. Either party shall at any time and from time to time, upon not less than twenty (20) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect, is modified, and stating the modification or modifications) and that there are no defaults existing, or if there is any claimed default stating the nature and extent thereof; and stating the dates to which the installment and other changes have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee or sublessee of the leasehold estate or estates of LESSEE, or any prospective purchaser of the estate of the LESSOR, or any Lender or prospective assignee of any Lender on the security of the Demised Premises or the fee estate or any part thereof, and any third person.

15. DEFAULT AND REMEDIES

(a) If (i) the Demised Premises shall be deserted or vacated for more than ninety (90) days by LESSEE, (ii) proceedings are commenced against the LESSEE in any court under a bankruptcy act or for the appointment of a trustee or receiver of the LESSEE'S property, and LESSEE has failed to remedy the same within 30 days, or (iii) there shall be default in the performance of any other covenant, agreement condition, rule, or regulation herein contained on the part of the LESSEE required herein, and the same is not cured within the applicable grace period, LESSEE shall be declared in default.

(b) Time for Curing Default. In the event of LESSEE'S default, the rights of LESSOR may not be exercised until written notice of such default is delivered to the LESSEE. Except for a default under §15(a)(i) or (ii), LESSEE shall have right to cure any default within thirty (30) days with respect to any default that can be cured by the payment of money, or within ninety (90) days with respect to any other covenant or condition or term of this Lease; and, if such default is of such nature that it cannot be remedied within said time despite LESSEES good faith efforts, then LESSEE shall have such additional time as is reasonably necessary to cure such default, subject to the approval of LESSOR's City Manager, or his/her designee, and LESSEE thereafter diligently continues the curing of same.

(c) Remedies. Should LESSEE fail to cure the default during any grace period as provided herein, the LESSOR shall have the right to terminate the Lease, in which event the provisions of Termination and Surrender, §§16(a)-(e), shall apply. Alternatively, the LESSOR may proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by LESSEE of the applicable provisions of this Lease and/or to recover damages for breach thereof.

16. TERMINATION AND SURRENDER

(a) Purchase obligation/Leasehold Improvements. Upon expiration of the Lease Term, by default or otherwise as provided herein, the LESSOR shall have and hold all rights, title and interest in the Demised Premises and all Buildings, permanent and nonpermanent improvements and fixtures thereon, except for any nonpermanent improvements paid for solely with funds of LESSEE, without being subject to any claim, lien or interest of LESSEE. Any nonpermanent improvements paid for solely with funds of LESSEE shall be removed from the Demised Premises within 30 days of termination and/or surrender and if not so removed, shall become the property of the LESSOR.

(b) Surrender of Possession. Unless otherwise mutually agreed by the parties, LESSEE shall deliver possession of the Demised Premises and all buildings, improvements and fixtures thereon to LESSOR on the last day of the Lease Term.

(c) The Depot and Depot Site shall be used and operated at all times during the term of this Lease in accordance with this Lease and the Agreement (hereinafter the "surviving conditions"), which shall be a covenant(s) upon the property to run with the land, to inure to the benefit of the LESSOR, and shall be made a condition of any subsequent conveyance of the Depot Site, or any portion thereof, as permitted by LESSOR and DOT, and binding upon any future lessee(s), successor(s) or assign(s), who shall agree to the same in writing prior to the conveyance, and failure of the grantee(s), or any subsequent grantee(s), successor(s) or assign(s) to comply with said surviving conditions.

17. GENERAL PROVISIONS

(a) No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

(b) Time of Essence. Time is of the essence of this Lease and of each provision.

(c) Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

(d) Unavoidable Delay; Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of labor disputes, inability to procure materials, unanticipated weather conditions, or circumstances without fault and beyond the reasonable control of

the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse LESSEE from the prompt payment of any installment or other charge required of LESSEE except as may be expressly provided elsewhere in this Lease.

(e) Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of the LESSOR, and subject to the restrictions of Assignment and Sublease, the authorized encumbrances, assignees, transferees, subtenants, licensees, and other successors in interest of LESSEE.

(f) Entire Lease. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

(g) Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(h) Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE and neither the method of computation of installment, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between LESSOR and LESSEE, other than the herein-described relationship of LESSOR and LESSEE.

(i) Interpretation and Definitions. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against LESSOR or LESSEE. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease:

(1) *Number and Gender.* In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

(2) *Mandatory and Permissive.* "Shall", "will", and "agrees" are mandatory; "may" is permissive.

(3) *Captions.* Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provision of this Lease.

(4) *Parties.* Parties shall include the LESSOR and LESSEE named in this Lease.

(j) Attorneys' Fees. Unless otherwise specified in the Lease, In the event either LESSOR or

LESSEE shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover installments, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorneys' fees, which shall be limited to the usual and customary hourly rate for attorneys in the attorney's geographical area and shall be limited to the hours actually expended for these services, and court costs.

(k) Modification. This Lease is not subject to modification except in writing and with approval of the LESSOR and LESSEE.

(l) Delivery of Notices--Method and Time.

(1) All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the address stated in this Section. If notice is given by certified or registered mail, notice shall be deemed given on the third day following mailing.

(2) *Notices to LESSOR.* All notices, demands, or requests from LESSEE to LESSOR shall be given to LESSOR at:

City Manager
433 Hay Street
Fayetteville, NC 28301

(3) *Notices to LESSEE.* All notices, demands or requests from LESSOR to LESSEE shall be given to LESSEE at :

President, Vice President, or Designee
Fayetteville Area Convention and Visitor's Bureau
245 Person Street
Fayetteville, NC 28301

(4) All copies of audits and financial records, requested by LESSOR from LESSEE and all installment payments shall be delivered to the City of Fayetteville, Finance Director, Drawer D, Fayetteville, NC 28302.

(5) *Change of Address.* Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

(6) *Multiple Parties.* If more than one LESSOR or LESSEE is named in this Lease, service of any notice on any of the LESSEES or Cities shall be deemed service on all of the LESSEES or Cities, respectively.

(m) Brokers' Commissions. Each of the parties represents and warrants that there are no claims for brokers' commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

(n) Non-collusion. As it pertains to this lease, no officer, agent, director, or employee of

LESSEE shall become an undertaker, or make any contract for his or her benefit, under such authority and such position, or be in any manner concerned or interested in making such contract, or in the profits thereof, either privately or openly, singly or jointly with another.

(c) Nondiscrimination. During the term of this Lease, the LESSOR and the LESSEE shall require any contract or subcontractor to comply with any and all state and federal laws, regulations, or Executive Orders of either the President of the United States or the United States Secretary of Labor, concerning equal employment opportunity and minority business enterprises.

18. EXECUTION AND INCORPORATION BY REFERENCE

(a) Counterparts. This Lease, consisting of 19 pages, plus Attachment A has been executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(b) Attachments. Attachments A are attached and hereby made a part of this Lease, and incorporated by reference as if fully set forth herein.

(c) Execution. This Lease has been executed at Fayetteville, N.C. on the day and year first above written.

LESSOR: CITY OF FAYETTEVILLE

By: 

Title: _____

ATTEST:


JANET C. JONES, City Clerk

LESSEE: FAYETTEVILLE AREA CONVENTION
AND VISITORS BUREAU, INC.

By: 

Title: Chairman

ATTEST:

NORTH CAROLINA
CUMBERLAND COUNTY

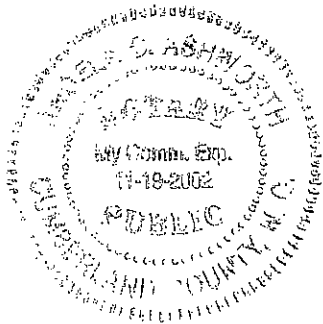
I, Angela C. Ashworth, a Notary Public of said County and State, do hereby certify that Gene S. Ammons personally came before me this day and acknowledged that he is the Chairman of the Board of Directors of Fayetteville Area Convention and Visitors Bureau, Inc., a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing instrument.

My commission expires:

Witness my hand and official seal, this the 25th day of January, 2008.

Angela C. Ashworth
Notary Public

(N.P. Seal)



STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Jennifer K. Penfield, a Notary Public for said County and State, do hereby certify that JANET C. JONES personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by JANET C. JONES as its CITY CLERK.

WITNESS my hand and official seal this the 31st day of January, ~~2000~~²⁰⁰¹.

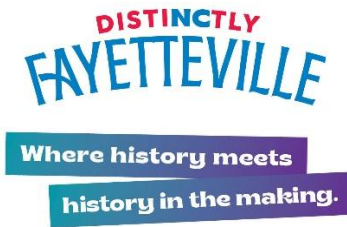
(Official Seal)

Jennifer K. Penfield
NOTARY PUBLIC

My commission expires 6/28/02, ~~19~~.

Approved for Legal Sufficiency

ROBERT C. COGSWELL, JR.
City Attorney



October 10, 2025

Michael Gibson
Director
Fayetteville-Cumberland Parks and Recreation
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301
Email: michaelgibson@fayettevillenc.gov

Dear Mr. Gibson:

On behalf of the Board of Directors of the Fayetteville Area Convention & Visitors Bureau, I am writing to formally notify you that we will be vacating the premises at the History Museum at 315 Franklin Street and terminating our lease on or before December 31, 2025.

While we have appreciated the opportunity to operate the Visitor Center at the History Museum, we have determined that continuing operations at this location is no longer a practical or fiscally responsible use of taxpayer resources.

We remain committed to supporting the City of Fayetteville, Cumberland County, and our tourism initiatives, and we appreciate your partnership throughout our time at the museum. Should you have any questions or wish to discuss this transition further, please feel free to contact me directly.

Best regards,

A handwritten signature in black ink, appearing to read "Devin Heath", with a stylized flourish at the end.

Devin Heath
President & CEO



City of Fayetteville

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

City Council Action Memo

File Number: 25-5044

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A10

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Kecia N. Parker, Real Estate Manager

DATE: December 8, 2025

RE:

**Adopt Resolutions Declaring Four Parcels Off Blue Street and Murchison Road
Surplus Property and Authorizing the Upset Bid Process and Sale of the
Property**

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

The Fayetteville Redevelopment Commission conveyed four parcels to the City of Fayetteville on October 18, 2007. These parcels were included in the Murchison Road Redevelopment Area Section 3 Part 2, Project NC-R 90 dated August 11, 1978. The property is currently on the Surplus Property Interest List on the City's website. The City has received bid amounts for each property in the amount of \$1,250.00. The City has never developed the property and has no plans to utilize the parcels.

Background:

The Fayetteville Redevelopment Commission acquired multiple properties within an area known as the Murchison Road Redevelopment Area Section 3 Part 2, Project NC-R 90. On October 18, 2007, the Fayetteville Redevelopment Commission deeded the City of Fayetteville four parcels that were no longer needed. Deborah Woodfork has submitted bid forms and deposits in the amount of \$62.50 for the subject properties. The properties are listed on the Surplus Property Interest List with a minimum bid of \$1,250.00 each. N.C.G.S. §160A-269 gives the authority and procedure for the upset bid process.

Issues/Analysis:

- Tax assessed value of each of the properties is \$1,250.00.
- Parcel 0437-29-8078 consists of 0.10 acres.
- Parcel 0437-38-5829 consists of 0.10 acres.
- Parcel 0437-38-5836 consists of 0.10 acres.
- Parcel 0437-39-3071 consists of 0.15 acres.
- The City has determined that there are no plans to utilize the lots in the future.

Budget Impact:

The parcels will be returned to the tax roll.

Options:

- Adopt the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-29-8078 Off Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Adopt the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5829 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Adopt the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5836 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Adopt the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-39-3071 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Reject the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-29-8078 Off Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Reject the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5829 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Reject the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5836 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.
- Reject the attached “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-39-3071 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.

Recommended Action:

Staff recommends that the City Council adopt the Resolutions below to allow the parcels to be added back to the tax roll:

- “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-29-8078 Off Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”
- “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5829 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”
- “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5836 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”
- “Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-39-3071 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”.

Attachments:

Plat Book 46, Page 42 Murchison Road Redevelopment Area Section 3 Part 2

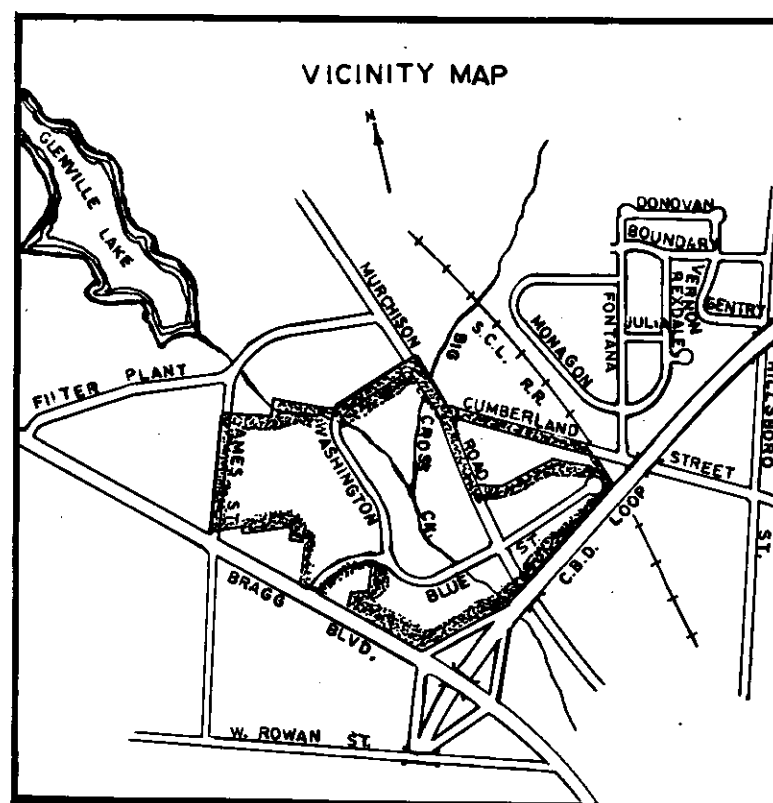
County GIS Map of four parcels

Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-29-8078 Off Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”

Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5829 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”

Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-38-5836 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property”

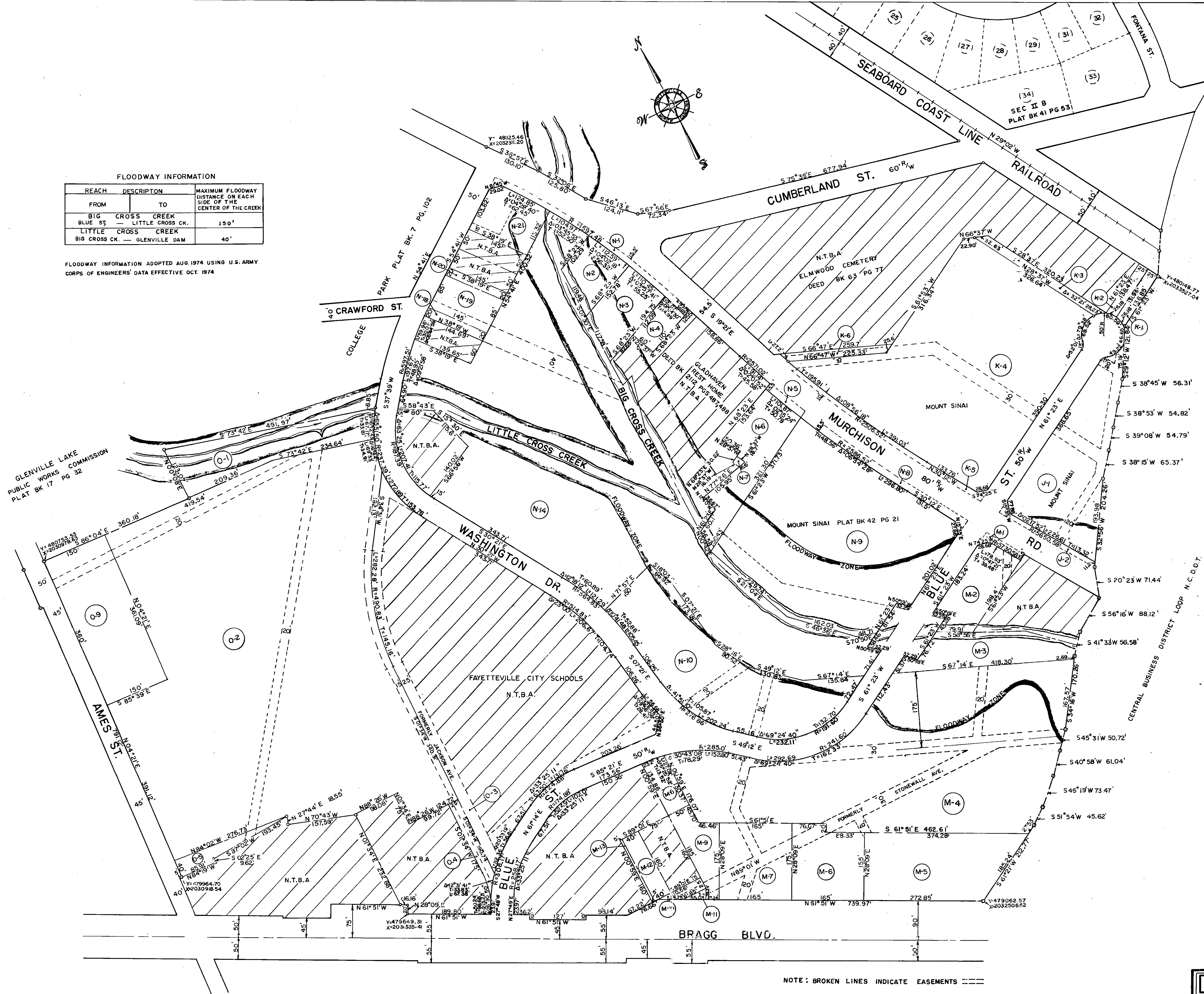
Resolution by the City Council of the City of Fayetteville, North Carolina Declaring Parcel 0437-39-3071 Off Blue Street Surplus Property and Authorizing the Upset Bid Process and Sale of the Property



FLOODWAY INFORMATION		
REACH	DESCRIPTION	MAXIMUM FLOODWAY DISTANCE ON EACH SIDE OF THE CENTER OF THE CREEK
FROM	TO	
BIG CROSS CREEK	LITTLE CROSS CK.	150'
LITTLE CROSS CREEK	BIG CROSS CK. — GLENVILLE DAM	40'

FLOODWAY INFORMATION ADOPTED AUG. 1974 USING U.S. ARMY CORPS OF ENGINEERS' DATA EFFECTIVE OCT. 1974

LOT DATA		
BLOCK & LOT NO.	SQUARE FEET	LAND USE
J 1	61,580	RESIDENTIAL
2	2,724	STREET R.W.
K 1	3,356	PUBLIC SEMI-PUBLIC
2	3,351	II
3	6,461	II
4	190,972	RESIDENTIAL
5	5,422	STREET R.W.
6	4,850	PUBLIC SEMI-PUBLIC
M 1	1,733	STREET R.W.
2	20,705	COMMERCIAL
3	25,905	PUBLIC
4	24,056	MULTI-FAMILY
5	50,153	COMMERCIAL
6	27,108	II
7	28,875	II
8	6,630	II
9	11,968	II
10	2,155	II
11	777	II
12	6,400	II
13	800	II
N 1	8,497	STREET R.W.
2	14,380	COMMERCIAL
3	19,255	II
4	6,668	II
5	1,565	STREET R.W.
6	28,237	RESIDENTIAL
7	261	II
8	6,373	STREET R.W.
9	161,867	RESIDENTIAL
10	88,223	MULTI-FAMILY
14	379,852	PUBLIC
18	2,892	RESIDENTIAL
19	12,308	II
20	2,896	II
21	17,239	COMMERCIAL
O 1	39,382	PUBLIC
2	489,316	PUBLIC SEMI-PUBLIC
3	23,960	II
4	5,200	COMMERCIAL
5	6,233	II
9	54,082	PUBLIC SEMI-PUBLIC



NOTE: BROKEN LINES INDICATE EASEMENTS

North Carolina, Cumberland County
The foregoing or annexed certificate of
Agnes P. Bundy
Notary Public/Cumberland County is/are certified to be correct.
This instrument was presented for registration and recorded in the Office
at Book 46, Page 42.
This 11 day of August, 1978, at Fayetteville, N.C.
Marion Clark, By Helen P. Baker
Register of Deeds, Deputy Register of Deeds

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
By John T. Gibson
John T. Gibson, Chairman
July 10, 1978

THE UNDERSIGNED HEREBY ACKNOWLEDGE THIS PLAT TO BE THEIR FREE ACT AND DEED AND THEREFORE DEDICATE TO PUBLIC USE AS STREETS, PLAYGROUNDS, PARKS, OPEN SPACES AND EASEMENTS, FOREVER SUCH AREAS AS DRAWN OR INDICATED ON THIS PLAT.

John T. Gibson
JOHN T. GIBSON, CHAIRMAN
Richard Herrera
RICHARD HERRERA, EXECUTIVE DIRECTOR

KNOW ALL MEN BY THESE PRESENTS, THAT I HEREBY CERTIFY THAT ON THIS 11 DAY OF August, 1978, ALL STREETS AND ALLEYS SHOWN ON THIS PLAT WILL BE GRADED AND STORM DRAINS INSTALLED BY THE SUPERVISOR IN A MANNER APPROVED BY THE CITY ENGINEERING DEPARTMENT.
Robert M. Bennett
ROBERT M. BENNETT, CITY ENGINEER

STATE OF NORTH CAROLINA
CUMBERLAND COUNTY
I, J. G. DEL CORRAL, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP OR PLAT WAS DRAWN FROM AN ACTUAL FIELD SURVEY. I SOLEMNLY SWEAR THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
WITNESS MY HAND AND SEAL THIS 30 DAY OF May, 1978.
J. G. Del Corral
REGISTERED SURVEYOR L. 1120
SUBSCRIBED AND SWORN BEFORE ME THIS 30 DAY OF MAY, 1978.
Agnes P. Bundy
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-19-81

SURVEYED BY
CITY ENGINEERING DEPARTMENT
FAYETTEVILLE, NORTH CAROLINA
JULY 1975. DRAWN BY J. RAYNOR
SCALE 1"=100'

FAYETTEVILLE REDEVELOPMENT COMMISSION

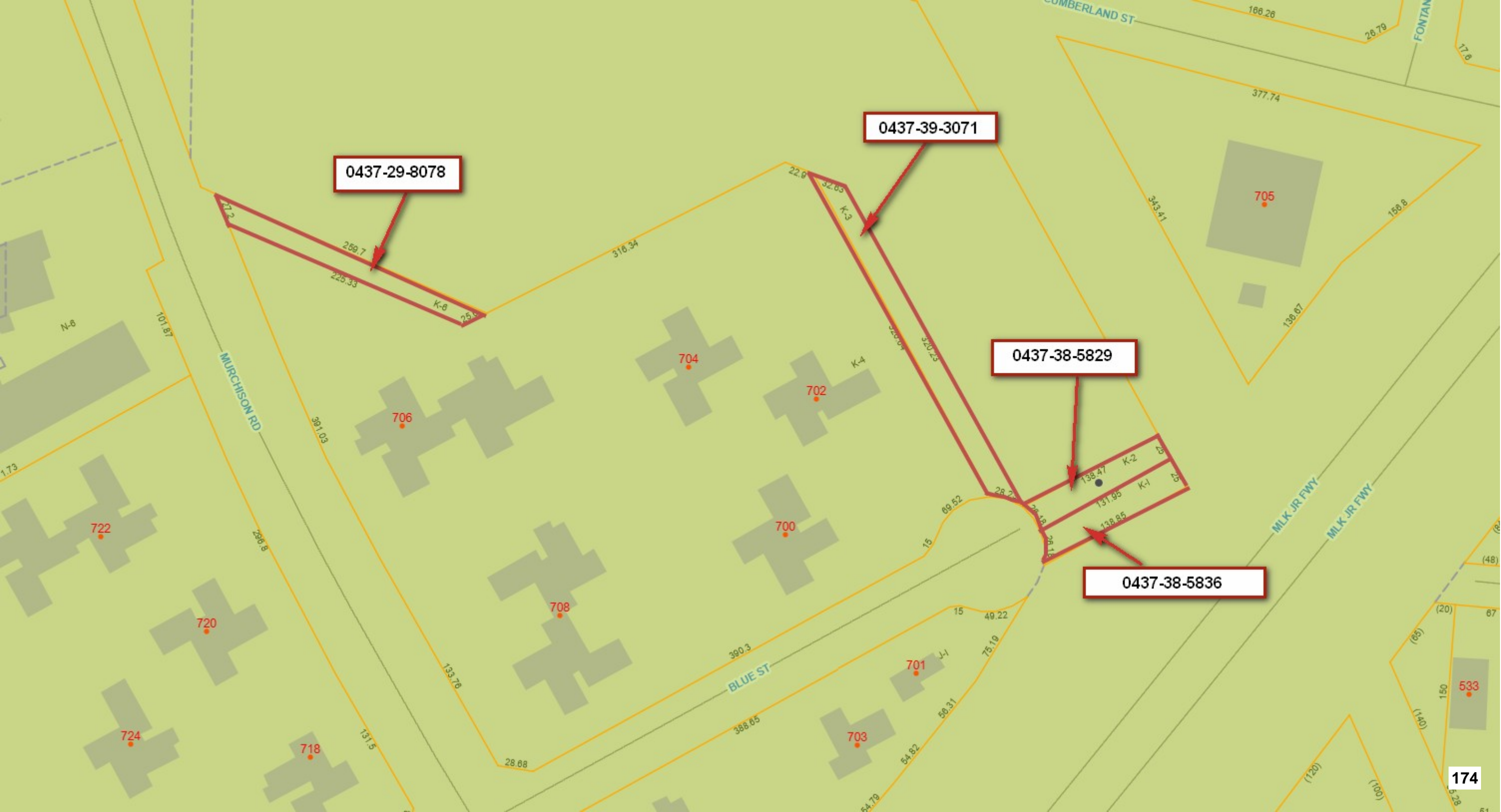
MURCHISON ROAD REDEVELOPMENT AREA

SECTION 3 PART 2

PROJECT NC-R 90

CROSS CREEK TOWNSHIP CUMBERLAND COUNTY

FAYETTEVILLE NORTH CAROLINA



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-29-8078 OFF MURCHISON ROAD SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY

WHEREAS, the City of Fayetteville owns a 0.10 acre parcel located off Murchison Road described as Lot K-6 of the Murchison Road Redevelopment Area, Section 3 Part 2, Project NC-R 90 as recorded in Plat Book 46, Page 42 of the Cumberland County Registry; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City received an offer to purchase the property described above, in the amount of \$1,250.00, submitted by Ms. Deborah Woodfork; and

WHEREAS, Ms. Deborah Woodfork has paid the required five percent (5%) deposit of the offer.

NOW THEREFORE, BE IT RESOLVED on behalf of the citizens of Fayetteville, the City Council resolves that:

1. The City Council authorizes the sale of the property described above through the upset bid procedure pursuant to North Carolina General Statute §160A-269.
2. A notice of the proposed sale will be published describing the property, amount of the offer, and state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid form and deposit within ten (10) days as described in the notice.
4. The City reserves the right to withdraw the property from sale at any time and has the right to reject any bids received.
5. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted and the City Council authorizes the City Manager to execute all necessary documents to move forward with the execution of the sale.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 8th day of December, 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-38-5829 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY

WHEREAS, the City of Fayetteville owns a 0.10 acre parcel located off Blue Street described as Lot K-2 of the Murchison Road Redevelopment Area, Section 3 Part 2, Project NC-R 90 as recorded in Plat Book 46, Page 42 of the Cumberland County Registry; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City received an offer to purchase the property described above, in the amount of \$1,250.00, submitted by Ms. Deborah Woodfork; and

WHEREAS, Ms. Deborah Woodfork has paid the required five percent (5%) deposit of the offer.

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CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-38-5836 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY

WHEREAS, the City of Fayetteville owns a 0.10 acre parcel located off Blue Street described as Lot K-1 of the Murchison Road Redevelopment Area, Section 3 Part 2, Project NC-R 90 as recorded in Plat Book 46, Page 42 of the Cumberland County Registry; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City received an offer to purchase the property described above, in the amount of \$1,250.00, submitted by Ms. Deborah Woodfork; and

WHEREAS, Ms. Deborah Woodfork has paid the required five percent (5%) deposit of the offer.

NOW THEREFORE, BE IT RESOLVED on behalf of the citizens of Fayetteville, the City Council resolves that:

1. The City Council authorizes the sale of the property described above through the upset bid procedure pursuant to North Carolina General Statute §160A-269.
2. A notice of the proposed sale will be published describing the property, amount of the offer, and state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid form and deposit within ten (10) days as described in the notice.
4. The City reserves the right to withdraw the property from sale at any time and has the right to reject any bids received.
5. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted and the City Council authorizes the City Manager to execute all necessary documents to move forward with the execution of the sale.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 8th day of December, 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-39-3071 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY

WHEREAS, the City of Fayetteville owns a 0.15 acre parcel located off Blue Street described as Lot K-3 of the Murchison Road Redevelopment Area, Section 3 Part 2, Project NC-R 90 as recorded in Plat Book 46, Page 42 of the Cumberland County Registry; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

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WHEREAS, Ms. Deborah Woodfork has paid the required five percent (5%) deposit of the offer.

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CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 25-5034

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Reports From
Boards and Commissions

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

**FROM: Christopher Cauley, MPA - Economic & Community Development
Director
Jacqueline Abbott, MAC - Community Relations Manager**

DATE: December 8, 2025

RE:

Receive the Fayetteville Redevelopment Commission Annual Report

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal II: The City of Fayetteville will have a responsive city government supporting a diverse and viable economy.

Goal III: The City of Fayetteville will be a city invested in Today and Tomorrow.

Goal IV: The City of Fayetteville will be a highly desirable place to live, work and recreate

Goal VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.

Executive Summary:

City Council is asked to receive the annual presentation for the Fayetteville Redevelopment Commission and the annual report for the City of Fayetteville's Economic and Community Development Department. This seven-member body is appointed by City Council to provide the primary mechanism for citizen participation; formulate policy recommendations to Council pertaining housing, community and economic development issues; conduct public hearings for citizen input on the allocation of community development resources; and present to Council all eligible project recommendations of the available funds.

Background:

The Fayetteville Redevelopment Commission (FRC) was created by the City Council on February 17, 1958. The duties of the Commission were originally to administer the federally subsidized urban renewal projects in the City of Fayetteville, as funded by the Department of Housing and Urban Development (HUD).

On December 28, 1977, the Fayetteville City Council determined that the Commission should be the community development advisory board to City Council to administer the federally subsidized Community Development Block Grant program (CDBG). As such, the Commission was tasked by Resolution (dated February 13, 1978) with the direct control of the Community Development Department except for fiscal and personnel matters.

The FRC, in conjunction with other requirements listed in the HUD-required Citizen Participation Plan, serves a critical role in the annual budget development of HUD grants. Over the years, this has grown from CDBG to include the HOME Investment Partnership, Emergency Solutions Grants, and Housing Opportunities for People with AIDS and the Community Development Department has expanded to become the Economic and Community Development Department with a variety of tools, incentives, and programs for economic development. As a result of annual public hearings, the FRC submits its findings and recommendations to the City Council. The FRC also submits an annual progress report to Council and interested parties.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

- Receive the Fayetteville Redevelopment Commission Annual Report.
- Do not receive the Fayetteville Redevelopment Commission Annual Report

Recommended Action:

Accept the Fayetteville Redevelopment Commission Annual Report.

Attachments:

- Fayetteville Redevelopment Commission Annual Report 2024-2025
- FRC Annual Report Presentation

Fayetteville Redevelopment Commission

Annual Report

2024-2025



CONTENT

A Message from ECD Leadership.....	3
Our Mission & The Fayetteville Redevelopment Commission.....	4
State and Federal Funding Sources.....	5
Areas of Impact.....	7
Affordable Housing.....	8
Economic Development.....	15
Community Partnerships.....	21
Neighborhood Engagement.....	27
2026 and Beyond.....	33
Consolidated Annual Performance and Evaluation Report.....	34
Closing.....	79

STAFF

Chris Cauley, Director
Alex Baker, Assistant Director
Sally Black, Sr. Administrative Assistant
Michelle Haire, Business Manager
Jen Eaton, Management Analyst
Keishaun Johnson, Office Assistant II
Derrick McArthur, Economic Development Manager
Jeff Morin, Housing Program Manager
Matthew Hall, Sr. Housing Program Specialist
Bernadine Simmons, Community Development Specialist
Nelson Soriano, Neighborhood Engagement Manager
Antwan Rogers, Community Development Specialist
Jackie Abbott, Community Relations Manager

A Message from ECD Leadership

To the Chair and Members of the Fayetteville Redevelopment Commission:

It is our pleasure to present the Annual Report for Fiscal Year 2024-2025. This report not only fulfills federal reporting requirements, including the Consolidated Annual Performance and Evaluation Report (CAPER), but also tells the story of how Fayetteville continues to grow stronger, safer, and more connected.

Over the past year, we have celebrated meaningful progress in across the City. Investments in small business development helped local entrepreneurs expand and revitalize our commercial corridors. Continued support for housing programs created safer, more stable living environments for families. And through partnerships with local nonprofits, we've delivered services that meet residents where they are - from access to mental health resources to programs that keep youth engaged and thriving.

These outcomes are not simply data points. They are neighbors finding stability, communities regaining momentum, and businesses breathing new life into our city. They reflect the resilience and dedication that make Fayetteville unique.

The Fayetteville Redevelopment Commission has been central to this progress. Your guidance ensures that our work remains strategic, accountable, and aligned with both HUD requirements and the needs of our community. Together, we are laying a foundation that allows Fayetteville to continue growing in ways that are inclusive, innovative, and sustainable.

Upon your review and approval, this report will be shared with City Council as the Fayetteville Redevelopment Commission's annual update. We invite you to see it not only as a compliance document, but as a reflection of the positive change your leadership makes possible.

Thank you for your continued commitment to a stronger community, a stronger economy, and a stronger Fayetteville.



Chris Cauley, MPA
ECD Director



Alex Baker
ECD Assistant Director



OUR MISSION

The mission of the City of Fayetteville's Economic and Community Development Department is to engage with neighborhoods, community partners, and the private sector to build a stronger economy and community for all residents. ECD works to improve community wealth, increase access to essential services, and enhance resilience through neighborhood revitalization, affordable housing development, economic incentives, and the management of federal grants.

Our work centers around four primary focus areas: creating and sustaining affordable housing, supporting the development and growth of small businesses, partnering with community organizations to address homelessness, and providing resources and partnerships that strengthen neighborhoods.

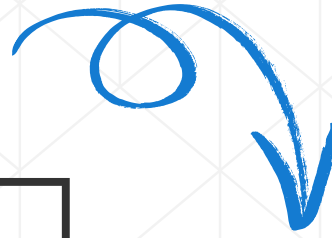
The department's accomplishments align with the City of Fayetteville's overarching strategic goals, which are to ensure a safe and secure community, foster a diverse and viable economy, invest in infrastructure for today and tomorrow, create a highly desirable place to live and work, maintain financial stability with exemplary services, and continue a collaborative engagement base with citizens and businesses.

THE FAYETTEVILLE REDEVELOPMENT COMMISSION

The Fayetteville Redevelopment Commission (FRC) is a seven-member body appointed by City Council that serves as the primary citizen participation group for projects funded through the City's Community Development Block Grant (CDBG), HOME Investment Partnership, Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grants (ESG) programs. The FRC supports ECD by advising on housing, community, and economic development issues, with a special focus on older, declining, and lower-income neighborhoods. Following annual public hearings, the Commission submits its recommendations and an annual progress report to City Council and other interested parties.

Quontica Conley, Chair | **Derek Scott**, Vice Chair
Dineen Morton, Shamike Bethea, Teddy Warner

Funding Sources



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The CDBG Program provides annual federal funding to help cities address local priorities like housing, public services, and neighborhood improvements, including blight removal. Its goal is to strengthen communities and expand opportunities for low- to moderate-income residents.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

The HOPWA Program provides federal funding to support housing assistance and related services for low-income individuals and families living with HIV/AIDS. Its goal is to promote housing stability, improve health outcomes, and reduce the risk of homelessness among this vulnerable population.

OPIOID SETTLEMENT FUND

The Opioid Settlement Fund provides local governments with resources from national legal settlements with opioid manufacturers and distributors. These funds are dedicated to prevention, treatment, recovery, and harm-reduction strategies that address the impacts of the opioid crisis and support healthier, safer communities.

HOME INVESTMENT PARTNERSHIP PROGRAM

HOME is the largest federal block grant dedicated to creating affordable housing for low-income households. It provides funding to communities to build, buy, and rehabilitate housing or to provide direct rental assistance, ensuring families have safe, decent, and affordable places to live.

EMERGENCY SOLUTIONS GRANTS (ESG)

The ESG Program provides federal funding to help communities address homelessness. ESG supports emergency shelter, rapid rehousing, homelessness prevention, and essential services that connect individuals and families to safe and stable housing.

Funding Sources



AMERICAN RESCUE PLAN ACT (ARPA)

The American Rescue Plan Act (ARPA) is a federal stimulus package enacted in 2021 to provide immediate relief to communities impacted by the COVID-19 pandemic. It allocates funding to state, local, and tribal governments to address public health and economic crises, supporting initiatives from public health infrastructure to housing and economic development programs.

HOME AMERICAN RESCUE PLAN PROGRAM (HOME-ARP)

HOME-ARP funds are specifically allocated to help communities create and support affordable housing and services for individuals experiencing or at risk of homelessness, particularly in response to the economic and housing instability caused by the COVID-19 pandemic.

HOPE VI

The program funds the demolition of obsolete, high-rise projects and supported the development of mixed-income, lower-density communities featuring both public and private housing units. Its principles of neighborhood revitalization and replacing concentrated poverty with diverse communities continue to influence modern redevelopment efforts.

LOCAL FUNDS

Local funds are the primary operating funds for the City of Fayetteville, used to finance core government services that benefit all residents. They are composed of revenues from various sources, including property taxes, sales taxes, and other fees.

STATE FUNDS

State funds are financial resources provided by the State of North Carolina to the City of Fayetteville's Economic and Community Development Department. These funds often supplement federal grants and local revenues to support a variety of initiatives.

Areas of **IMPACT**



Affordable Housing



Economic Development



Community Partnerships



Neighborhood Engagement



Affordable Housing

Creating and Sustaining Affordable Housing

Jeff Morin, Housing Program Manager

Matthew Hall, Sr. Housing Program Specialist

Bernadine Simmons, Community Development Specialist

The City of Fayetteville's Economic and Community Development Department (ECD) is forging a path toward housing stability, focusing on creating and sustaining affordable housing for its residents.

Affordable housing is more than shelter—it's the foundation of strong families, safe neighborhoods, and thriving economies. Fayetteville's ECD Department works to ensure every resident has access to safe, stable, and affordable housing.

Through federal programs like CDBG, HOME, and HOPWA, we expand affordable housing with new construction, rehabilitation, and supportive services.

We also meet residents where they are through the following programs:

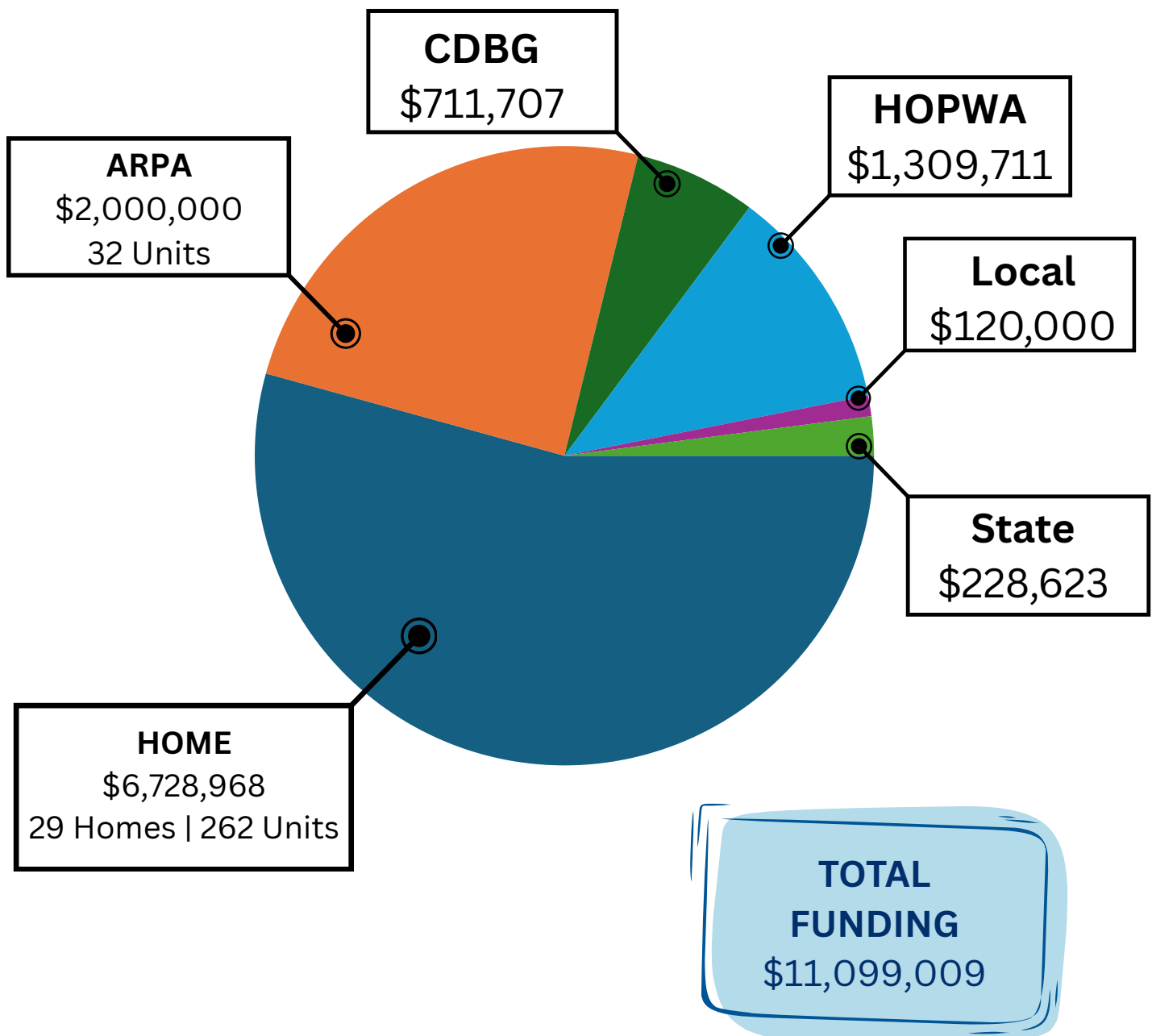
- Homebuying HERO helps families overcome financial barriers to homeownership, building stability and generational wealth.
- Emergency Home Repair provides critical repairs so homeowners can remain safely housed with dignity, and preserving naturally occurring affordable housing.

Beyond homeownership, access to affordable housing is making a profound impact on a larger scale by providing critical support for those most in need. In a powerful partnership with Connections of Cumberland County, 1,367 female-headed households have been assisted in a collaborative effort that has positively impacted a total of 4,023 individuals. This vital assistance provided crucial support for rental payments and utility deposits, helping to prevent homelessness and maintain housing stability within the community.

These initiatives are more than dollars—they're lifelines. By pairing federal resources with community partnerships, we strengthen families, neighborhoods, and Fayetteville's economy. Affordable housing isn't just about units—it's about building a stronger Fayetteville, one home at a time.

Affordable Housing

Looking to the future, the City is also laying the groundwork for more housing. ECD has already identified 19 lots for the construction of new single-family homes through strategic request for proposals. Furthermore, a significant city investment of \$3.6 million has been directed toward closing on three new rental housing developments, adding 158 units to the City's affordable housing stock. This is all about making sure more families can find a place to call home.



SINGLE FAMILY HOUSING

NIMOCKS AVENUE

Early 2027 | \$100,000

Total Affordable Homes: 2

Funding Source: *HOME CHDO Set Aside*

MALONEY AVENUE

Mid 2025 | \$250,000

Total Affordable Homes: 4

Funding Source: *HOME CHDO Set Aside*

ROSEHILL ROAD

Early 2026 | \$750,000

Total Affordable Homes: 15

Funding Source: *HOME-ARP*

B STREET

Mid 2027 | \$100,000

Total Affordable Homes: 2

Funding Source: *HOME Funds*

LINCOLN DRIVE

Mid 2027 | \$100,000

Total Affordable Homes: 2

Funding Source: *HOME Funds*

CROSS CREEK STREET

Mid 2027 | \$50,000

Total Affordable Homes: 1

Funding Source: *HOME Funds*

DEEP CREEK ROAD

Mid 2027 | \$50,000

Total Affordable Homes: 1

Funding Source: *HOME Funds*

S. COOL SPRING STREET

Mid 2027 | \$100,000

Total Affordable Homes: 2

Funding Source: *HOME Funds*

MULTI-FAMILY HOUSING

HILLSIDE MANOR*

Late 2026

\$2,000,000

Total Affordable Housing Units: 32

Funding Source: *ARPA HTF*

*Rehabilitation



ASPEN POINTE

Early 2027

\$600,000

Total Affordable Housing Units: 32

Funding Source: *HOME Funds*



WEST CUMBERLAND

Mid 2026

\$1,000,000

Total Affordable Housing Units: 72

Funding Source: *HOME Funds*



AUBREY HILLS

Late 2025

\$2,145,000

Total Affordable Housing Units: 32

Funding Source: *HOME Funds*



MULTI-FAMILY HOUSING

EUTAW LANDING

Late 2025

\$800,000

Total Affordable Housing Units: 54

Funding Source: *HOME Funds*



CLIFFMORE PARK

Late 2025

\$683,968

Total Affordable Housing Units: 72

Funding Source: *HOME Funds*



OTHER HOUSING PROGRAMS

Emergency Home Repair						
Fayetteville Urban Ministry (FUM)						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 511,253	\$ 41,136	\$ 22,663	\$ 49,913	\$ 305,870	\$ 419,582	\$ 91,671
Homes Repaired	1	1	11	12	25	Completed
Fayetteville Area Habitat for Humanity (FAHH)						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 511,252	\$ -	\$ 19,302	\$ 47,666	\$ 225,157	\$ 292,125	\$ 219,127
Homes Repaired	1	0	0	2	3	Completed
TOTAL BUDGET						TOTAL REMAINING
\$ 1,022,505						\$ 310,798

Housing Opportunities for People with AIDS (HOPWA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 1,369,403	\$ 96,431	\$ 220,972	\$ 275,889	\$ 716,419	\$ 1,309,711	\$ 59,692
Avg Supportive Services	137	149	114	105	126	Assisted
Avg TBRA Households	106	117	111	118	113	Assisted
PHP Households	15	23	0	13	51	Assisted
STRMU Households	16	9	3	4	32	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 1,369,403						\$ 59,692

HOMEBUYING HERO PROGRAM



A key part of the affordable housing strategy is the **Homebuying HERO program**, which has been instrumental in turning the dream of homeownership into a reality for city residents.

The program provides a substantial down payment grant between \$10,000 and \$30,000 for homes located within city limits. This program is changing lives for families like Dianne Friday, a Cumberland County Schools teacher who used a \$20,000 grant to buy her first home.

In the past 16 months, the initiative has helped 25 people become homeowners with an investment of about \$500,000.

Homebuyer Assistance						
City Homebuying HERO Assistance for Employees						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 359,835	\$ 30,000	\$ 60,181	\$ -	\$ 30,000	\$ 120,181	\$ 239,654
Homebuyers	1	2	0	1	4	Assisted
Down Payment Assistance from 80% to 120% AMI						
State Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 772,632	\$ -	\$ 64,429	\$ 30,000	\$ 109,194	\$ 203,623	\$ 569,009
Homebuyers	0	3	1	5	9	Assisted
Down Payment Assistance under 80% AMI						
HOME Investment Partnerships Act (HOME)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 200,000	\$ -	\$ 30,000	\$ 20,000	\$ 50,000	\$ 100,000	\$ 100,000
Homebuyers	0	1	1	2	4	Assisted
Homebuyer Education and Counseling						
State Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 25,000	\$ 8,670	\$ 9,308	\$ 7,022	\$ -	\$ 25,000	\$ -
Workshop	91	99	121	0	311	Attendees
Counseling Clients	14	27	26	0	67	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 1,357,467						\$ 908,663

Affordable Housing Program Glossary

Single-Family Housing Construction:

The City of Fayetteville will partner with both for-profit and non-profit developers to construct or rehabilitate affordable single-family homes. Additionally, 15% of the City's HOME allocation is required to be set aside for Community Housing Development Organizations (CHDOs)

Multi-Family Housing Construction:

To increase the supply of affordable housing, the City allocates HOME and HOPWA funds on an annual basis. It has a one-time allocation of American Rescue Plan Funds (ARP), HOME – ARP, and State funding to support multi-family rental and single-family housing construction.

Emergency Home Repair:

The City of Fayetteville contracts with Fayetteville Urban Ministry (FUM) and Fayetteville Area Habitat for Humanity (FAHFH) to provide home repairs that address substandard conditions and enhance accessibility for individuals with disabilities.

Blight Removal:

This grant program is intended to encourage and support the demolition of blighted and deteriorated structures that are beyond reasonable repair in low-income communities.

Housing Opportunities for Persons with Aids (HOPWA) Support Services:

Tenant Based Rental Assistance (TBRA):

This program provides rental subsidies to eligible households, allowing them to choose housing that meets quality standards. In addition to rental support, the program offers access to essential support services.

Short-Term Rent, Mortgage, and Utility (STRMU):

Support service to serve as a housing stabilization intervention for HOPWA-eligible households, helping prevent homelessness while connecting individuals to supportive services.

Homebuyer Assistance Program:

Eligible low- and moderate-income first-time homebuyers (up to 80% of Area Median Income [AMI]) may receive a subordinated loan of up to \$20,000 to assist with down payment or closing costs. First-time homebuyers with incomes between 80–120% of AMI are also eligible for assistance of up to \$20,000. Under the Homebuying HERO Program, qualifying City of Fayetteville employees earning between 80–140% of AMI may receive up to \$30,000 in down payment and closing cost assistance to purchase their first home. The Employee HERO program is designed to attract and retain city employees while promoting homeownership within Fayetteville.

Homebuyer Education and Counseling:

First-time homebuyers can participate in a HUD-approved, eight-hour homebuyer education workshop to prepare for homeownership and ensure long-term housing stability. The workshop is followed by personalized one-on-one counseling. Topics covered include budgeting, credit repair, mortgage financing, and post-closing responsibilities of homeownership.

Economic Development

Supporting the Development and Growth of Small Businesses

Derrick McArthur, Economic Development Manager

This year, the City's Economic and Community Development Department focused on supporting Fayetteville's small businesses and helping residents gain the skills they need to expand their job opportunities. The belief that a strong local economy is built by helping our neighbors succeed is at the core of the department's mission.

Through small business assistance programs and development finance initiatives, we provide critical resources to help entrepreneurs grow and sustain their businesses. These efforts strengthen our commercial corridors, expand access to services, and create jobs that support families across the city.

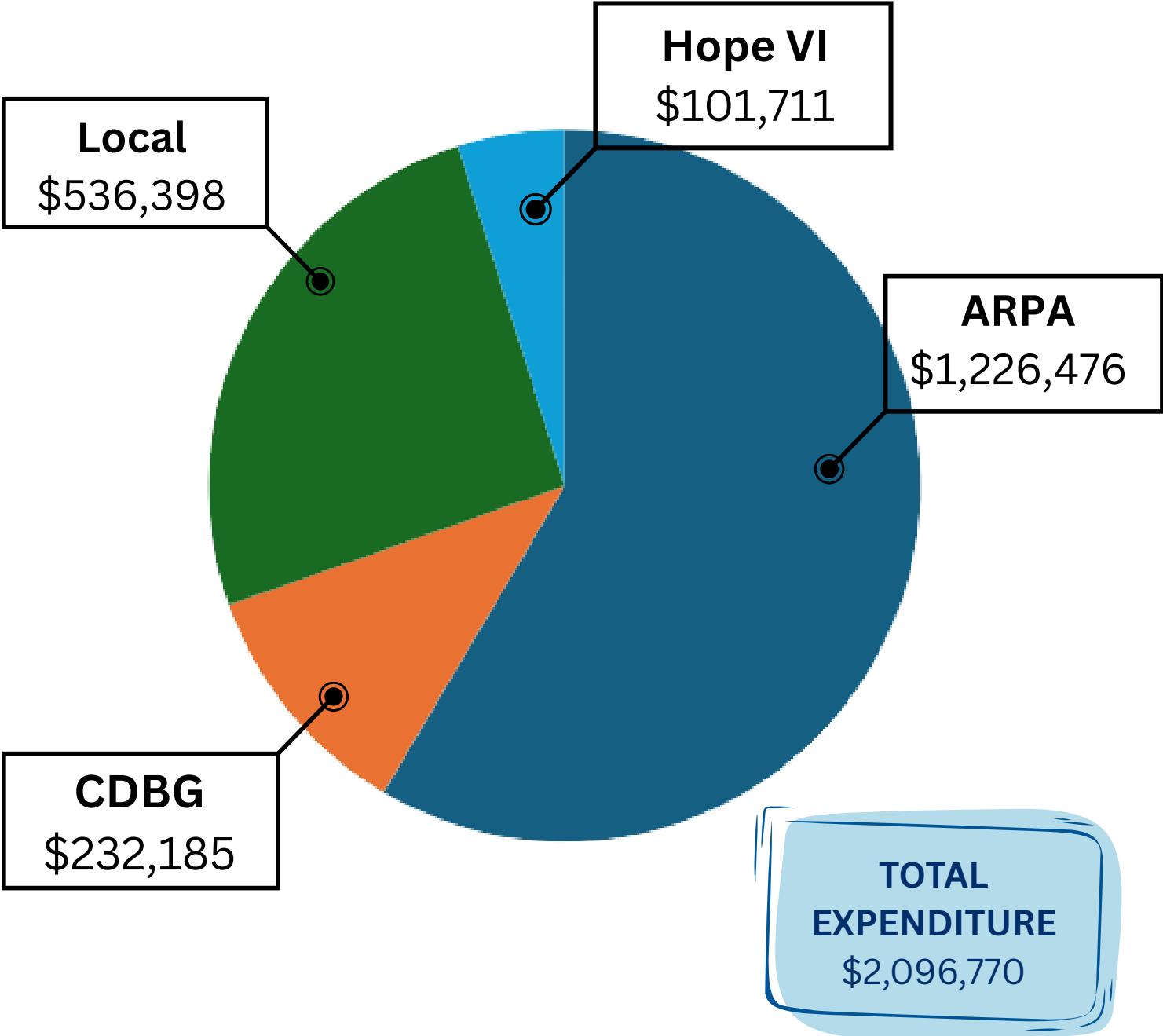
We also recognize that businesses cannot grow without skilled workers. That's why ECD prioritizes workforce development, aligning training programs and job opportunities with the needs of our local economy. By equipping residents with the skills to succeed, we create pathways to upward mobility and ensure that Fayetteville's economy is not only stronger, but more resilient for all residents.

One key initiative in workforce development is the General Contractors License Prep Program, a free course offered in partnership with Fayetteville Technical Community College (FTCC) and the Fayetteville-Cumberland Regional Entrepreneur & Business HUB. This program is designed to provide comprehensive training and test preparation for the state exam, with the goal of increasing the total number of licensed general contractors in the area. The program's success is highlighted by its graduates. Latisha Perkins of Maybridge Development, who had previously struggled to pass the exam alone, found the professional guidance instrumental to her success. The course also opened doors to new opportunities, leading to a contract to develop two lots for affordable housing. She later secured additional funding through the FCEDC "Can Do Performance Financing Program," which helped her expand her business and create 12 new jobs in the city. This underscores the program's vital role in both career development and broader economic growth.

Economic development in Fayetteville is about more than business—it's about people. Every program, every partnership, and every investment is designed to build a stronger community and economy for all residents.

Economic Development

Economic development is shaping Fayetteville’s future by supporting small businesses, attracting investment, and redeveloping underutilized properties. These efforts expand the tax base, create jobs, and transform key corridors into vibrant destinations that showcase the city’s resilience and potential. With each investment, Fayetteville builds a stronger foundation for businesses to thrive, families to prosper, and communities to grow.



WORKFORCE DEVELOPMENT

Workforce Development						
Mid-Carolina Youth Paid Apprenticeships						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 110,000	\$ -	\$ 54,121	\$ -	\$ -	\$ 54,121	\$ 55,879
Youth	0	0	0	0	0	Attended
T House High School Coding Classes						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 70,022	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 30,000	\$ 40,022
Students	10	9	3	47	69	Attended
FTCC General Contractor Licensing Prep						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 63,000	\$ 11,707	\$ 12,000	\$ 6,625	\$ 11,668	\$ 42,000	\$ 21,000
Students	34	12	33	10	89	Assisted
Partnership for Children Childcare Training and Newborn Outreach						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Educators	0	0	0	0	0	Assisted
Families	0	0	0	106	106	Assisted
Fayetteville State University Apprenticeship						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 125,000	\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 80,000
Students	0	0	5	0	5	Assisted
Starward STEM Education Opportunities Middle Schoolers						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 67,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,625
Students	0	0	0	0	0	Assisted
FTCC Job Skills Training						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 91,421	\$ 32,309	\$ -	\$ 29,200	\$ 29,366	\$ 90,874	\$ 547
Students	30	39	53	90	212	Assisted
Service Source Employment for Veterans						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 52,211	\$ 954	\$ -	\$ 40,596	\$ -	\$ 41,550	\$ 10,661
Jobs	16	14	19	6	55	Created
Jobs	46	15	25	0	86	Retained
Veterans	269	265	149	83	766	Assisted
CREST Employment for Disabled Individuals						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 75,000	\$ -	\$ -	\$ 19,319	\$ -	\$ 19,319	\$ 55,681
Jobs	5	5	0	0	10	Created
Jobs	4	22	3	0	29	Retained
Individuals	37	4	0	0	41	Assisted
FMHA - Housing Authority Job Skills Training						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 172,197	\$ 32,309	\$ 10,443	\$ 27,371	\$ 41,813	\$ 111,935	\$ 60,262
Jobs	2	0	0	0	2	Created
Jobs	2	0	0	0	2	Retained
TOTAL BUDGET						TOTAL REMAINING
\$ 1,226,476						\$ 791,677

ECONOMIC PARTNERSHIPS

Downtown Management Contract						
Municipal Service District (MSD) Management						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 233,398	\$ -	\$ 58,250	\$ 58,349	\$ 116,799	\$ 233,398	\$ -
New Businesses	6	4	6	12	28	Opened
Ambassador Program						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 60,000	\$ -	\$ 15,000	\$ -	\$ 45,000	\$ 60,000	\$ -
TOTAL BUDGET						TOTAL REMAINING
\$ 293,398						\$ -

Fayetteville-Cumberland Economic Development Corporation (FCEDC)						
Interlocal Agreement						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 168,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 168,000	\$ -
Golden Leaf Airport Lift Station Project Managed by FCEDC (total budget \$965,830)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 825,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825,510
Phillip's Towing - Building Reuse and Restoration Grant (NC Rural Economic Development)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 126,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,000
TOTAL BUDGET						TOTAL REMAINING
\$ 1,119,510						\$ 951,510

Real Estate Development						
Hope VI						
Budget	Demolitions	Blount & Gillespie	---	---	---	Total Remaining
\$ 323,939	\$ 10,597	\$ 91,114	\$ -	\$ -	\$ -	\$ 222,228
Est. Date	Mid 2024	Late 2025	---	---	---	
Murchison Road Redevelopment (Catalyst Site)						
Budget	---	---	---	---	---	Total Remaining
\$ 205,964	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,964
Est. Date	---	---	---	---	---	
TOTAL BUDGET						TOTAL REMAINING
\$ 529,903						\$ 428,192

SMALL BUSINESS PROGRAMS

A cornerstone of the economic development strategy this year was providing direct, impactful support to the small business community. Staff were able to assist eight local small businesses with crucial projects, including storefront updates and property purchases.

Small Business Programs						
Small Business Assistance - Exterior Grants and Gap Financing						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 191,765	\$ 25,600	\$ -	\$ 139,421	\$ 67,164	\$ 232,185	\$ (40,420)
Business Owners	1	1	1	1	4	Assisted
Technical Assistance	12	15	12	6	45	Provided
Commercial Corridor Exterior Grant						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 402,128	\$ -	\$ -	\$ 50,000	\$ 25,000	\$ 75,000	\$ 327,128
Business Owners	0	0	2	1	3	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 593,893						\$ 286,708

The **Business Assistance Loan Program** provides up to \$125,000 in gap or down payment assistance for small businesses purchasing commercial property within city limits. In return, businesses commit to creating or retaining jobs for low- to moderate-income residents—turning local investment into community impact.

The **Commercial Exterior Grant Program** supports small businesses and property owners with matching funds—up to \$25,000—to improve commercial façades. Larger projects may receive additional support, with priority given to efforts that drive redevelopment, job growth, and increased taxable value.

Economic Development Glossary

Workforce Development:

The City has partnered with a variety of organizations to utilize federal grant funds in support of workforce development initiatives that promote upward mobility for low- and moderate-income individuals. These efforts are specifically targeted toward veterans, youth, individuals with disabilities, and single parents residing in public housing.

Small Business Programs – Gap Financing & Commercial Exterior Improvement Grants:

- Gap Financing: This program offers loans to small businesses to help bridge financing gaps or meet down payment requirements for the purchase of commercial property to support business operations.
- Commercial Exterior Improvement Grants: These matching grants provide funding ranging from \$10,000 to \$25,000, with a required one-to-one match, to encourage exterior improvements to commercial properties located within the city's qualified census tracts.

Downtown Management Contract:

The Cool Spring Downtown District (CSDD), Inc. is a charitable nonprofit organization established to develop and maintain an arts and entertainment district in downtown Fayetteville. Its mission is to foster a vibrant hub of artistic, cultural, civic, and commercial activity.

Fayetteville-Cumberland Economic Development Corporation (FCEDC):

The City of Fayetteville and Cumberland County have entered into an inter-local agreement to conduct economic development activities and services through the Fayetteville-Cumberland Economic Development Corporation (FCEDC), a nonprofit organization jointly established by both entities.

- Golden Leaf Foundation: Golden LEAF funds economic development projects that aim to create and retain jobs, attract new businesses to North Carolina, support industry expansion, and provide workforce training for new employees.
- Building Reuse and Restoration Grants Program: This grant is intended to stimulate economic activity and job creation by supporting the productive reuse of vacant or underutilized existing buildings.

Real Estate Development:

- Hope VI Redevelopment: The City is focused on the redevelopment of the Hope VI area, specifically along the Wilmington Road and Murchison Road corridor. Efforts include demolition services, economic development incentives, and targeted housing expansion to revitalize the area.
- Catalyst Site: A Catalyst Site refers to a strategically prioritized property or area identified by the City for concentrated economic development efforts.

Community Partnerships

Partnering with Community Organizations to Address Homelessness

Jackie Abbott, Community Relations Manager

At the heart of Economic and Community Development's mission is a simple but powerful idea: a stronger community and economy for all residents. To achieve this, we recognize that lasting impact doesn't happen in isolation—it takes strong community partnerships and thoughtful investment of resources to meet people where they are.

Through federal programs like the Community Development Block Grant (CDBG) and the Emergency Solutions Grants (ESG), and other resources like the Opioid Settlement Fund, Fayetteville is not only addressing urgent needs like homelessness and housing stability but also laying the groundwork for long-term economic and community resilience. These funds are more than compliance checkboxes; they are tools to strengthen neighborhoods, uplift families, and create pathways toward opportunity.

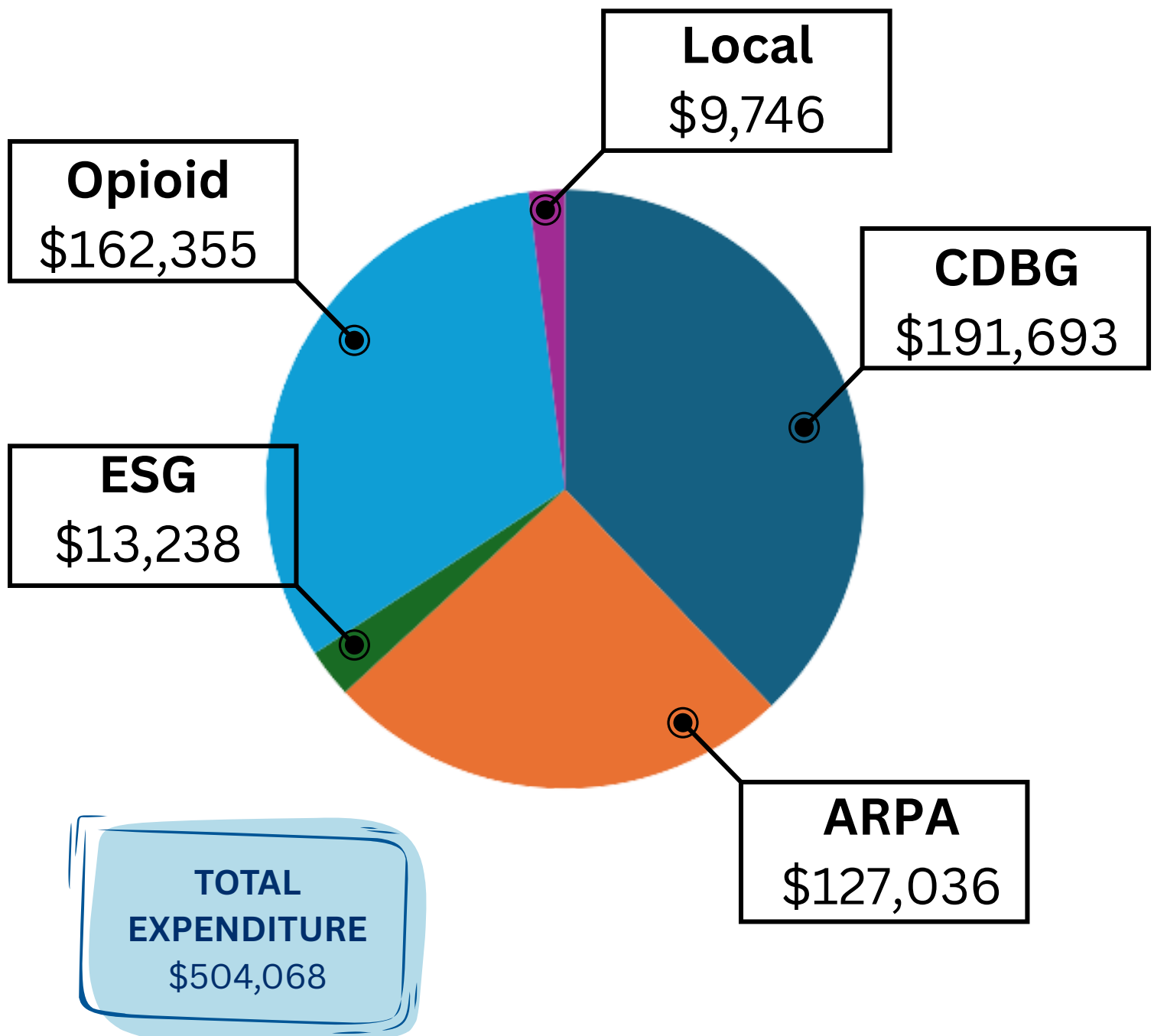
Our approach emphasizes maximum community impact by aligning federal dollars with local priorities and leveraging the expertise of nonprofit partners, service providers, and residents themselves. Together, we are tackling the complex challenges Fayetteville faces by supporting programs that build a stronger, more resilient community.

This is what community engagement looks like: government, nonprofits, businesses, and residents working side by side to design and deliver solutions that make Fayetteville stronger. Each partnership represents an investment not just in programs, but in people. Each project reflects our belief that when we uplift the most vulnerable among us, we create a safer, healthier, and more vibrant city for all.

By moving with purpose and staying rooted in collaboration, we ensure that every dollar serves its highest calling—helping Fayetteville become a community where every resident has the opportunity to thrive.

Community Partnerships

Strong partnerships are the backbone of Fayetteville's progress. By collaborating with nonprofits, faith-based organizations, and local leaders, the City amplifies its impact and ensures resources reach those who need them most. These partnerships expand capacity, foster innovation, and connect residents to vital housing, health, and economic opportunities. Together, we are building a stronger network of support that makes Fayetteville more resilient, equitable, and prepared for the future.



ADDRESSING HOMELESSNESS

The department's ability to leverage new resources has been a game-changer in addressing homelessness. For the first time, Fayetteville was awarded a federal Emergency Solutions Grants (ESG)—a milestone that expands the City's toolkit for supporting housing stability. ESG funds are designed to help individuals and families quickly regain permanent housing after a crisis, reducing the long-term impact of homelessness.

With this new investment, staff broadened outreach and prevention services across the City. In the past year, the program delivered homelessness prevention assistance to 11 households, helping families avoid displacement, and provided street outreach to 27 individuals, connecting them with shelter, services, and hope. Each number reflects more than a service—it represents a life stabilized, a family supported, and a step toward a stronger, more resilient Fayetteville.

Homelessness Intervention Programs						
Fayetteville Urban Ministry						
Emergency Solutions Grant (ESG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 53,721	\$ -	\$ -	\$ -	\$ 13,238	\$ 13,238	\$ 40,483
Amount of Match	\$ -	\$ -	\$ -	\$ -	\$ -	Amount City Matched
Individuals	0	0	0	6	6	Assisted
Myover-Reese Fellowship Homes						
Emergency Solutions Grant (ESG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Amount of Match	\$ -	\$ -	\$ -	\$ -	\$ -	Amount City Matched
Individuals	0	0	0	0	0	Assisted
Carolina Collaborative Community Care						
Emergency Solutions Grant (ESG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Amount of Match	\$ -	\$ -	\$ -	\$ -	\$ -	Amount City Matched
Individuals	0	0	0	0	0	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 143,721						\$ 130,483

*These ESG contracts became effective on April 1, 2025 and run through June 30, 2026.

The City of Fayetteville invests CDBG funds into programs that reduce the risk of homelessness by strengthening household stability. These programs go beyond emergency assistance, offering access to mental health, medical, and dental care, as well as meeting critical basic needs such as food, hygiene, and transportation.

By addressing the interconnected challenges that often lead to housing instability, CDBG-funded services help residents maintain stable living situations, improve overall well-being, and reduce reliance on crisis interventions. This approach reflects the City's commitment to tackling homelessness at its roots, ensuring that more families can remain securely housed.

Homelessness Response Programs						
Connections of Cumberland County Women's Day Resource Center						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 70,345	\$ -	\$ 14,254	\$ 15,624	\$ 40,467	\$ 70,345	\$ -
Households	373	354	223	360	1310	Assisted
Better Health Healthcare for Uninsured & Underinsured						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 20,000	\$ 2,109	\$ 590	\$ 8,325	\$ 8,976	\$ 20,000	\$ -
Individuals	22	21	36	11	90	Assisted
Combined Unified Services Meals and Support for Homeless						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 20,000	\$ 5,204	\$ 924	\$ 2,044	\$ 11,828	\$ 20,000	\$ -
Individuals	46	26	29	0	101	Assisted
Marius Maximus Foundation for Mental Health						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 10,000	\$ 5,088	\$ 2,000	\$ 2,912	\$ -	\$ 10,000	\$ -
Students	0	480	192	117	789	Assisted
Myrover-Reese Women of Quality						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 20,000	\$ 779	\$ 3,137	\$ 3,391	\$ 12,693	\$ 20,000	\$ -
Individuals	28	19	22	22	91	Assisted
Carolina Collaborative Community Care						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 8,000	\$ -	\$ -	\$ -	\$ 1,348	\$ 1,348	\$ 6,652
Individuals	0	0	0	6	6	Assisted
Pearl Transit Corporation						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 50,000	\$ 15,840	\$ 21,600	\$ 12,560	\$ -	\$ 50,000	\$ -
Units	31	388	525	128	1072	Produced
Individuals	159	284	369	124	936	Educated
TOTAL BUDGET						TOTAL REMAINING
\$ 190,345						\$ -

The Fayetteville Cares Day Resource Center, operated by the Manna Dream Center, provides individuals experiencing homelessness with access to showers, meals, laundry, case management, and connections to housing, workforce, and health services. The City's 2024 budget reinforces this commitment by allocating resources to ensure the Center's continued operation. By reducing barriers and coordinating care, the Center helps residents take meaningful steps toward stability and permanent housing.

Fayetteville Cares Day Resource Center							
Nonprofit Operations and Building Support							
American Rescue Plan Act (ARPA)							
Budget	1st	2nd	3rd	4th	Total	Total Remaining	
Year 1 \$ 95,356	\$ 28,772	\$ 5,601	\$ 7,978	\$ 47,414	\$ 89,765	\$ 5,591	
Year 2 \$ 300,000	\$ 53,352	\$ -	\$ 13,726	\$ 161,477	\$ 228,555	\$ 71,445	
Year 3 \$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	
All Visitors	3285	2,591	1,087	2409	9,372		
First Time Visitors	718	325	285	364	1,692		
Showers	1553	1,585	1,274	1730	6,142		
Meals	11,051	11,777	11,752	11606	46,186		
Laundry	920	844	694	917	3,375		
TOTAL BUDGET						TOTAL REMAINING	
\$ 695,356						\$ 77,036	

Manna Dream Center							
Utilities							
Locally Funded							
Budget	1st	2nd	3rd	4th	Total	Total Remaining	
\$ 16,000	\$ 3,057	\$ 3,455	\$ 3,234	\$ -	\$ 9,746	\$ 6,254	
Avg. Beds Filled	18	17	19	19	18	Out of 20 Beds	
Individuals	11	10	10	10	41	Transitioned	
TOTAL BUDGET						TOTAL REMAINING	
\$ 16,000						\$ 6,254	

Other Partnerships						
NC Harm Reduction						
Opoloid Settlement Funds						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 167,320	\$ 13,118	\$ 7,653	\$ -	\$ 141,584	\$ 162,355	\$ 4,965
Salvation Army White Flag Shelter						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
TOTAL BUDGET						TOTAL REMAINING
\$ 217,320						\$ 54,965

Community Partnerships Glossary

Homelessness Response Programs (CDBG-funded) and Homelessness Intervention Programs (ESG-funded):

The City partners with a range of nonprofit organizations to address and prevent homelessness through a comprehensive network of support services. These services include:

- White Flag support during extreme weather conditions
- Transitional housing for women who are victims of substance abuse, domestic violence, or physical abuse
- Re-entry housing for formerly incarcerated individuals
- Food distribution programs
- Peer support for individuals facing mental health challenges or substance use disorders
- Street outreach to connect unsheltered individuals with resources
- Eviction prevention and housing stabilization services, particularly for women with children
- Health-related assistance, including support for vision, dental care, and prescription medications

Cumberland County Interlocal Agreement:

The City provides funding to support operational capacity, including the cost of specialized software and one staff position.

Fayetteville Cares Day Resource Center (FCDRC):

Located at 128 S. King Street, the Fayetteville Cares Day Resource Center offers individuals experiencing homelessness access to supportive services in a safe and welcoming environment. The facility also serves as an emergency shelter during crises, as designated by Cumberland County.

Manna Dream Center (MDC):

The City leases the property at 913 Person Street to the Manna Dream Center, a nonprofit extension of Manna Church. The Center operates the facility as an overnight shelter, and the City provides funding for utility expenses to support its operation.

NC Harm Reduction Coalition:

- Law Enforcement Assisted Diversion (LEAD) Program: The LEAD program is a collaborative diversion initiative that enables law enforcement to redirect individuals charged with low-level drug and non-violent offenses to community-based treatment and support services, rather than pursuing traditional jail time or prosecution.

Neighborhood Engagement

Providing Resources and Partnerships That Strengthen Neighborhoods

Nelson Soriano, Neighborhood Engagement Manager
Antwan Rogers, Community Development Specialist

The Economic and Community Development Department is committed to building stronger, safer, and more vibrant neighborhoods across Fayetteville. This year, staff took a comprehensive approach by investing in grassroots initiatives, public spaces, and collaborative safety efforts. Through direct funding and strategic partnerships, the department empowered residents to shape their communities and ensure every neighborhood has the opportunity to prosper.

Revitalization efforts included housing and infrastructure improvements, parks, and beautification projects that strengthen community pride and create healthier environments for families.

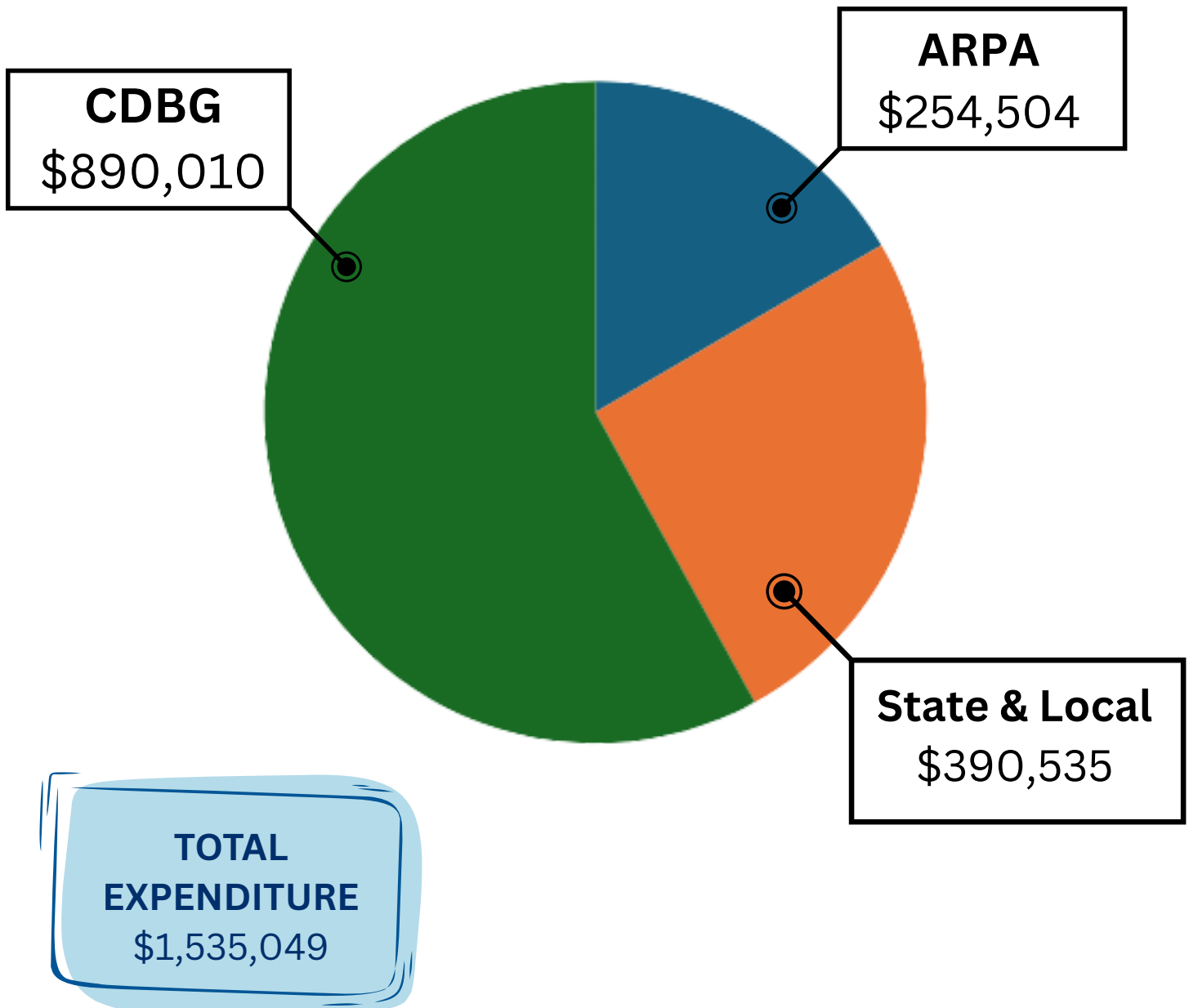
The Empowering Community Safety Micro-Grant Program continued its support for residents and grassroots organizations, strengthening connections and fostering safer, more connected neighborhoods. These efforts, combined with additional neighborhood investments and enhancements guided by resident voices, are actively transforming communities.

Simultaneously, the City's focus on investing in youth development is an investment in Fayetteville's future. By funding programs that provide young people with opportunities to learn, lead, and succeed, the City cultivates the next generation of community leaders. These initiatives not only support academic and personal growth but also strengthen neighborhoods by ensuring our youth are equipped to contribute to a safer, more vibrant, and resilient community.

The department also focused on strengthening neighborhoods through key projects and initiatives. One major effort to improve safety and appearance was the demolition program, which successfully removed nine dangerous or blighted buildings. The removal of blighted properties is a key strategy for urban renewal, as it addresses public safety, removes physical liabilities, and clears the way for future redevelopment. This work directly aligns with the city's strategic goals to promote public safety and enhance the built environment.

Neighborhood Engagement

Neighborhood engagement is laying the groundwork for the Fayetteville of tomorrow. By revitalizing communities through beautification projects and infrastructure improvements, the City is creating spaces that inspire pride and attract future investment. Youth development programs ensure the next generation has opportunities to lead, while community safety micro-grants empower residents to design solutions that keep neighborhoods connected and secure. Neighborhood engagement is ultimately about belonging. When residents feel connected, valued, and equipped to shape their surroundings, they build neighborhoods that reflect the strength, resilience, and pride of Fayetteville.



YOUTH DEVELOPMENT

Youth Development						
Tulsa Initiative College-Aged Entrepreneurial Mentoring						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 33,872	\$ -	\$ 9,004	\$ 24,868	\$ -	\$ 33,872	\$ -
Students	0	409	250	0	659	Assisted
ROOTS Mentoring School Aged Mentoring						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 10,000	\$ -		\$ 2,483	\$ -	\$ 2,483	\$ 7,517
Students	26	47	47	50	170	Assisted
Communities In Schools						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 48,344	\$ -	\$ 7,909	\$ 15,398	\$ 5,270	\$ 28,577	\$ 19,767
Students	2	41	121	0	164	Assisted
Country Club Community Outreach Center						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 10,000	\$ -	\$ 2,509	\$ -	\$ -	\$ 2,509	\$ 7,491
Students	105	105	105	100	415	Assisted
Two-Six Jr. and High School Aged Athletic Mentoring						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 10,000	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ 9,350
Students	0	50	30	40	120	Assisted
Liam Outreach and Community Support Center						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 10,000	\$ -	\$ -	\$ 490	\$ -	\$ 490	\$ 9,510
Students	15	41	94	0	150	Assisted
Cumberland County Communicare						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 35,875	\$ -	\$ -	\$ 35,875	\$ -	\$ 35,875	\$ -
Individuals	0	0	0	186	186	Assisted
WAY2REAL Community Center						
American Rescue Plan Act (ARPA)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 996,350	\$ -	\$ 652,433	\$ -	\$ 237,577	\$ 890,010	\$ 106,340
Individuals	0	0	0	0	0	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 1,154,441						\$ 159,975

A new resource in the city is the Way2Real Community Center at 2400 Murchison Road, which opened on Friday, June 27, in partnership with Tony Haire Ministries. The newly renovated facility, acquired and rehabilitated through \$1 million in American Rescue Plan Act (ARPA) funds, will serve as a center for low-cost mental and behavioral health services, youth and teen enrichment programs, academic tutoring, and career and workforce development. The center's opening is a key component of the Murchison Choice Neighborhood Plan, a community-led roadmap for neighborhood transformation.

COMMUNITY PROGRAMS

Community Safety Micro-Grants						
Micro Grants						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 100,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 100,000	\$ -
Grants	0	28	0	20	48	Awarded
TOTAL BUDGET						TOTAL REMAINING
\$ 100,000						\$ -

The **Empowering Community Safety Micro-Grant Program** continued to put resources directly into the hands of residents, with both the fifth and sixth funding cycles taking place during the program year. Designed as a low-barrier funding opportunity, the program enables individuals and community-based organizations to launch grassroots initiatives that make neighborhoods safer and stronger.

Micro-grants support projects that address conflict resolution and mediation, community crime prevention, opportunities for youth and families, family stability, upward mobility, and reducing implicit bias. Priority is given to programs that are inclusive, collaborative, and innovative while working to reduce crime and violence in Fayetteville.

By investing in these local efforts, the City not only funds ideas but also inspires and empowers residents to take an active role in shaping safer, more connected communities.



NEIGHBORHOOD RESOURCES

Choice Neighborhood Initiative						
Application Support						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 254,853	\$ -	\$ -	\$ 7,763	\$ 171,106	\$ 178,869	\$ 75,984
% Completed	0%	0%	0%	0%	0%	% Completed
TOTAL BUDGET						TOTAL REMAINING
\$ 254,853						\$ 75,984

Neighborhood Enhancements						
Projects that Add Resources to Neighborhoods						
Community Development Block Grant (CDBG)						
Budget	Mary McDonald Park	---	---	---	---	Total Remaining
\$ 162,758	\$ 81,650	\$ -	\$ -	\$ -	\$ -	\$ 81,108
Est. Date	Q3	---	---	---	---	
Projects that Add Resources to Neighborhoods						
State & Locally Funded						
Budget	Historic Broadell	---	---	---	---	Total Remaining
\$ 35,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Est. Date	Early 2026	---	---	---	---	
TOTAL BUDGET						TOTAL REMAINING
\$ 197,758						\$ 106,108

Neighborhood Investments						
Subdivision Entry Signage						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 50,000	\$ -	\$ 2,869	\$ -	\$ 13,294	\$ 16,163	\$ 33,837
Signs	0	0	2	5	7	Installed
Landscaping						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 25,000	\$ -	\$ -	\$ -	\$ 2,907	\$ 2,907	\$ 22,093
Landscaping	0	0	1	2	3	Completed
TOTAL BUDGET						TOTAL REMAINING
\$ 75,000						\$ 55,930

Water and Sewer						
Connections						
Locally Funded						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 25,000	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 4,000	\$ 21,000
Households	1	0	1	0	2	Assisted
TOTAL BUDGET						TOTAL REMAINING
\$ 25,000						\$ 21,000

Blight Removal						
Blight Removal						
Community Development Block Grant (CDBG)						
Budget	1st	2nd	3rd	4th	Total	Total Remaining
\$ 125,428	\$ -	\$ 1,706	\$ 2,245	\$ 121,477	\$ 125,428	\$ -
\$ 12,717	\$ -	\$ -	\$ -	\$ 12,717	\$ 12,717	\$ -
Buildings	0	0	0	9	9	Demolished
TOTAL BUDGET						TOTAL REMAINING
\$ 125,428						\$ -

*\$12,717 Moved into this account

Neighborhood Engagement Glossary

Neighborhood Enhancements:

This program aims to enhance areas throughout the city by supporting projects that improve public facilities, increase neighborhood security, promote beautification, and foster community pride.

Neighborhood Investments:

This program promotes neighborhood pride by offering grants for the installation of neighborhood signs and landscaping. The goal is to help create a sense of place and enhance the visual identity of communities throughout the city.

Empowering Community Safety Micro Grant Program:

This program provides funding to community-based organizations to support grassroots efforts aimed at reducing crime and violence in Fayetteville. Designed as a "low barrier" grant, it allows easier access to funds, empowering residents and local groups to implement community-driven safety initiatives.

Choice Neighborhood Implementation (CNI) Grant Application Support:

Local funding has been allocated to support the development of a high-quality and competitive application for the Choice Neighborhoods Implementation Grant, which aims to transform underserved neighborhoods through comprehensive revitalization strategies.

Youth Development:

Funding is allocated to nonprofit organizations focused on mentoring and diverting at-risk youth, with the goal of fostering positive development.

Water and Sewer Assessment Fee Assistance:

This program offers grants to low- and moderate-income homeowners to cover fees—up to \$2,000—incurred when water and sewer services are extended to their neighborhood by the Public Works Commission (PWC). Additionally, the program covers a \$900 plumber hook-up fee to assist with the connection.

2026 and Beyond

The City of Fayetteville's Economic and Community Development Department has a clear strategic vision for the year ahead: to build a community that is not only stronger and more resilient, but also more equitable and inclusive for all residents. This vision recognizes that Fayetteville's future depends on intentional investment in people, places, and opportunities.

In the coming year, the department will focus on four priority areas:

- **Expanding Housing** – By streamlining development processes, leveraging federal and local resources, and exploring innovative living solutions, ECD will continue to expand access to safe, stable, and affordable housing. The goal is to ensure that every resident has a foundation on which to build stability and success.
- **Transforming Key Corridors** – Targeted improvements along Fayetteville's commercial and transportation corridors will make them more functional, visually appealing, and attractive to private investment. These efforts not only strengthen neighborhood identity but also create gateways that reflect the city's vitality and growth.
- **Supporting Small Businesses** – Recognizing small businesses as the backbone of the local economy, ECD will expand its portfolio of programs and resources to help entrepreneurs start, sustain, and scale their ventures. By fostering a thriving small-business environment, the department is investing directly in job creation, innovation, and wealth-building opportunities for residents.
- **Strategic Redevelopment** – Underutilized and blighted properties will be transformed into new opportunities that grow the city's tax base, spark private investment, and foster community pride. From commercial sites to neighborhood assets, ECD is committed to ensuring that every redevelopment project contributes to the larger vision of a vibrant and inclusive Fayetteville.

Together, this integrated approach weaves housing, business, neighborhood, and redevelopment strategies into a unified plan for growth. By aligning these efforts, the department is laying the foundation for a more prosperous Fayetteville—one that is stronger, safer, and more equitable for generations to come.



The Consolidated Annual Performance and Evaluation Report

Each year, the CAPER tells the story of how the City used federal grant funding over the past year to strengthen our community. It reflects the progress we've made toward our housing and community development goals, the partnerships that helped bring those efforts to life, and the impact these programs had on Fayetteville residents. The report also includes demographic data about the residents served, giving us a clearer picture of who benefited and where future needs may exist. Above all, the CAPER demonstrates our commitment to transparency, accountability, and creating meaningful change in our community.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) evaluates the City of Fayetteville's performance for its 2024-2025 Annual Action Plan, which is the fifth annual plan of the City's 2020-2024 Consolidated Plan. This CAPER is for the period from July 1, 2024 to June 30, 2025. The City made progress toward meeting the goals identified in the annual action plan through its programming and coordination with community partners.

The City of Fayetteville addressed its goals and objectives through the implementation of programs and projects designed to meet its priorities identified under:

- **Housing Strategy Goal:** Improve, preserve, and expand the inventory of affordable housing for low- and moderate-income persons and families.
- **Community Development Strategy Goal:** Improve, preserve, and create new public and community facilities, infrastructure, and public services to ensure the quality of life for all residents.
- **Public Services Strategy Goal:** Improve and increase public service programs for the youth, the elderly, developmentally delayed, disabled, and target income population, including nutrition programs and social/welfare programs throughout the City.
- **Economic Development Strategy Goal:** Increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents.
- **Homeless Strategy Goal:** Improve the living conditions and services and increase the availability of housing for homeless persons and families.
- **Special Needs Strategy Goal:** Improve, preserve, and expand opportunities and services for persons with special needs.
- **Planning & Administration:** Continue to provide sound and professional planning, program management, and oversight for the successful administration of federal programs.

The programs offered positively impacted the lives of homeowners, homebuyers, renters, people experiencing homelessness, small businesses, and those assisted by non-profit partners. The City continued using Community Development Block Grant (CDBG) funds for homeowner emergency home repairs, down payment assistance for first-time homebuyers, direct financial and technical assistance for small businesses, youth and family mentoring services, blight removal, homeless services and operations, and public service grants to non-profits.

HOME Investment Partnership Grant (HOME) funds were available for affordable housing developers and single family housing construction in partnership with a local Community Housing Development Organization (CHDO), Fayetteville Area Habitat for Humanity.

Goal	Category	Source(s)	Indicator	Unit of Measure	Expected – 2024-2025 Program -Year	Actual –2024-2025 Program Year	Percent Complete
APM-1 Management	Administration	CDBG/HOPWA / HOME/ESG	Other	Other	4	4	100.00 %
CDS-1 Clearance	Non-Housing Community Development	CDBG	Buildings Demolished	Buildings	15	9	60.00%
CDS-3 Public Services	Non-Housing Community Development	CDBG	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1930	3951	203.52 %
CDS-3 Public Services	Non-Housing Community Development	CDBG	Homelessness Prevention	Persons Assisted	440	4023	914.4%
CDS-8 Revitalization	Non-Housing Community Development	CDBG	Other	Other	3	1	33.33%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG	Facade treatment/business building rehabilitation	Business	5	2	40.00%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG	Jobs created/retained	Jobs	25	8	32.00%
EDS-3 Small Business Assistance	Non-Housing Community Development	CDBG	Businesses assisted	Businesses Assisted	20	49	245.00 %
HOM-3 Homeless Prevention	Homeless	ESG	Tenant-based rental assistance	Households Assisted	8	11	137.50 %

			/ Rapid Rehousing				
HOM-3 Homeless Prevention	Homeless	ESG	Street Outreach	Persons Assisted	50	27	54.00%
HSS-1 Homeowners hip Assistance	Affordable Housing	CDBG	Direct Financial Assistance to Homebuyers	Househol ds Assisted	2	5	250.00 %
HSS-2 Housing Construction	Affordable Housing	HOME	Rental units constructed	Househol d Housing Unit	20	0	0.00%
HSS-2 Housing Construction	Affordable Housing	HOME	Homeowner Housing Added	Househol d Housing Unit	3	4	133.33 %
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG	Homeowner Housing Rehabilitated	Househol d Housing Unit	69	30	43.48%
SNS-1 Housing	Non- Homeless Special Needs	HOPW A	Tenant-based rental assistance / Rapid Rehousing	Househol ds Assisted	125	224	141.60 %

The City received its third allocation of Housing Opportunities for People with Aids (HOPWA) funds to assist people living with HIV/AIDS with securing safe and affordable housing. The City continued to partner with Robeson County Health Department to provide tenant based rental assistance (TBRA), short-term rent, mortgage, and utilities assistance (STRMU), permanent housing placement (PHP), case management and other supportive services.

The City received its first Emergency Solutions Grant (ESG) that is designed to address homelessness and housing stability by assisting people in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness. Homeless prevention services were provided during the program year to qualified low- and moderate income residents that met these qualifications.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 - Accomplishments – Program Year

Goal	Category	Source(s)	Indicator	Unit of Measure	Expected – 2020-2024-Strategic Plan	Actual – 2020-2024 Strategic Plan	Percent Complete
APM-1 Management	Administration	CDBG/HOPWA / HOME / ESG	Other	Other	5	5	100.00%
APM-2 Planning	Administration	CDBG/HOME	Other	Other	5	5	100.00%
APM-3 NRSA	Administration	CDBG	Other	Other	1	0	0.00%
APM-4 Choice Neighborhood Initiative	Administration	CDBG	Other	Other	1	0	0.00%
CDS-1 Clearance	Non-Housing Community Development	CDBG	Buildings Demolished	Buildings	25	30	120.00%
CDS-2 Community Facilities	Non-Housing Community Development	CDBG	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Other	3	1	33.33%
CDS-3 Public Services	Non-Housing Community Development	CDBG	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	190	16349	8,592.63 %
CDS-3 Public Services	Non-Housing Community Development	CDBG	Homelessness Prevention	Persons Assisted	480	8398	1749.6%

EDS-2 Financial Assistance	Non-Housing Community Development	CDBG	Facade treatment/business building rehabilitation	Business	35	17	48.57%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG	Jobs created/retained	Jobs	190	130	68.42%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG	Businesses assisted	Businesses Assisted	150	69	46.00%
EDS-3 Small Business Assistance	Non-Housing Community Development	CDBG	Facade treatment/business building rehabilitation	Business	35	17	48.57%
EDS-3 Small Business Assistance	Non-Housing Community Development	CDBG	Jobs created/retained	Jobs	25	130	520.00%
EDS-3 Small Business Assistance	Non-Housing Community Development	CDBG	Businesses assisted	Businesses Assisted	1000	1081	108.10%
HOM-2 Operations/Support	Homeless	CDBG	Homeless Person Overnight Shelter	Persons Assisted	3250	1068	32.86%
HOM-3 Homeless Prevention	Homeless	ESG	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	8	11	137.5%

HOM-3 Homeless Prevention	Homeless	ESG	Street Outreach	People Assisted	50	27	54.00%
HSS-1 Homeownership Assistance	Affordable Housing	HOME	Direct Financial Assistance to Homebuyers	Households Assisted	45	7	15.56%
HSS-2 Housing Construction	Affordable Housing	HOME	Rental units constructed	Household Housing Unit	350	162	46.29%
HSS-2 Housing Construction	Affordable Housing	HOME	Homeowner Housing Added	Household Housing Unit	25	9	36.00%
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG	Homeowner Housing Rehabilitated	Household Housing Unit	300	258	86.00%
HSS-4 Fair Housing	Affordable Housing	CDBG	Other	Other	60	23815	39,691.67%
HSS-5 Housing Education	Affordable Housing	CDBG	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	250	340	136.00%
SNS-1 Housing	Non-Homeless Special Needs	HOPWA	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	150	544	331.33%
SNS-2 Social Services	Non-Homeless Special Needs	HOPWA	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	408	272.67%

Table 2 - Accomplishments – Five-Year Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Fayetteville administered and funded projects in partnership with local nonprofit organizations using CDBG, HOME, HOPWA, and ESG resources to advance the priorities outlined in the 2020–2024 Consolidated Plan and the PY 2024 Annual Action Plan.

To expand affordable housing opportunities, the City partnered with local developers, including Fayetteville Area Habitat for Humanity, a certified CHDO, to construct single-family homes. Four homes underway at the end of the previous program year were completed and sold to eligible first-time homebuyers this year. In addition, five low- and moderate-income households received down payment assistance to purchase homes within the city limits. To preserve existing housing, the City supported emergency repair programs through Fayetteville Urban Ministry and Fayetteville Area Habitat for Humanity, resulting in repairs to 30 homes. The City’s Blight Removal Program also eliminated nine dilapidated structures across Fayetteville. Through HOPWA funding, the City provided assistance to 51 households with short-term rent, mortgage, and utility (STRMU) payments, 46 households with permanent housing placement (PHP), 135 households with tenant-based rental assistance (TBRA), one household with housing information services and 124 households with supportive services for a total of 225 clients served overall.

The small business community was strengthened through technical assistance to 45 businesses and direct financial assistance to four additional businesses, resulting in the retention of eight jobs for low- and moderate-income residents. These businesses either received loans to purchase commercial buildings or matching grants for exterior improvements to enhance their locations.

The Neighborhood Engagement team completed several key enhancement projects in low- and moderate-income communities this year. At Mary McDonald Park, new playground equipment was installed, creating a safe and vibrant space for children and families. Beyond capital projects, the Neighborhood Engagement team remained deeply connected to residents—participating in more than 100 community events, meetings, and outreach activities throughout the year. These efforts directly supported and uplifted low- and moderate-income households, advancing the City’s commitment to equitable community development.

Homeless prevention remained a high priority. In partnership with Connections of Cumberland County, the City assisted 1,367 female-headed households representing 4,023 individuals with rental payments and utility deposits. ESG funds supported an additional eleven households with homeless prevention services and 27 homeless people with street outreach services, while HOPWA funds assisted 224

households through TBRA and STRMU support during the program year.

The City also supported 13 public service activities to extend services to more residents and address diverse community needs. These efforts included funding a community feeding program that provided 367 meals; medical and dental services to 90 uninsured or underinsured residents; dentures for 887 people; and substance abuse counseling, outreach, and support services for 1,807 individuals. Youth mentoring programs served 604 young people and family members, and six individuals experiencing homelessness were successfully reunified with their families. In partnership with the Fayetteville Fire Department and assistance of E. E. Smith High School Fire Academy students, 120 auto-out vent hoods that have an automatic fire suppression system designed to extinguish cooking fires, were installed in 60 low-income eligible homes protecting 190 residents.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

Race:	CDBG	HOME	HOPWA
White	1275	0	22
Black or African American	5591	4	164
Asian	18	0	0
American Indian or American Native	65	0	1
Native Hawaiian or Pacific Islander	27	0	0
Total	6976	4	187
<i>Ethnicity</i>			
Hispanic	465	0	10
Not Hispanic	6511	4	177

Table 3 – Table of assistance to racial and ethnic populations by source of funds

Describe the clients assisted (including the racial and/or ethnicity of clients assisted with ESG)

	HESG
American Indian, Alaska Native, or Indigenous	1
Asian or Asian American	0
Black, African American, or African	30
Hispanic/Latina/e/o	2
Middle Eastern or North African	0
Native Hawaiian or Pacific Islander	0
White	17
Multiracial	0
Client doesn't know	4
Client prefers not to answer	0
Data not collected	0
Total	54

Table 4 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The total number served for CDBG is 8,057. In addition to the races identified in Table 3, there were 19 in the "American Indian/American Native/White" category; 338 in the "Black or African America/White" category, 21 in the "American Indian/American Native/Black or African American" category, and 238 in "Other/Multi-racial" that is not reflected in the table.

In "Other/Multi-racial" that is not reflected in Table 3, the total number for HOPWA is 37 (also not Hispanic) with a complete total of 224 clients served overall with housing.

All race categories are identified in Table 4 for the clients assisted with ESG.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,533,394	2,399,324
HOME	public - federal	1,100,374	618,336
HOPWA	public - federal	878,892	1,343,656
ESG	public - federal	155,374	16,232
General Fund	public - local	218,579	78,798

Table 5 - Resources Made Available

Narrative

The City budgeted \$2,237,622 of CDBG funds for the 2024-2025 program year that included \$446,360 prior year CDBG funds. In addition, there was \$295,772 CDBG funds drawn 7/1/2024 that should have been marked as prior year. So these additional funds are being identified as resources made available above in along with what was budgeted in the 2024-2025 Annual Action Plan.

The City had no HOME match liability for PY2024 but owed \$107,224.75 from a prior year. Of this amount, \$78,798.31 was covered using available local match funds. Although there was no liability for PY2024, the City continued to budget the required 25% local match for HOME-eligible activities.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide-Other	40	70	
Low- and Moderate-Income Areas	40	25	
Murchison Road Corridor	20	5	

Table 6 – Identify the geographic distribution and location of investments

Narrative

CDBG, HOME, HOPWA, and ESG funding was expended citywide to benefit low- to moderate-income residents. The activities and projects for PY 2024 were made available in areas of the City with the highest percentages of low- and moderate-income persons and also citywide in order to reach the highest percentage of those in need.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Fayetteville partnered with local non-profit organizations and developers to meet goals and objectives identified in the annual action plan during the program year. The City leveraged the funds it received from HUD with other public and private resources. The City leveraged CDBG dollars to provide gap financing support to small businesses that created and retained jobs for low- and moderate-income persons. HOME funds leveraged affordable housing construction for both single family and multi-family development projects. The Economic & Community Development Department's activities are also funded in part by the City's general fund mainly for general administration and support.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	889,889
2. Match contributed during current Federal fiscal year	218,579
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	1,108,468
4. Match liability for current Federal fiscal year	78,798
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,029,670

Table 7 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
1640	03/07/2025	28,948	0	0	0	0	0	28,948
1684	03/07/2025	42,677	0	0	0	0	0	42,677
1724	03/07/2025	7,174	0	0	0	0	0	7,174

Table 8 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	185,495	185,495	0	0

Table 9 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 10 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 11 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 2 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	92	34
Number of Special-Needs households to be provided affordable housing units	125	224
Total	217	258

Table 3 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	125	224
Number of households supported through The Production of New Units	23	4
Number of households supported through Rehab of Existing Units	69	30
Number of households supported through Acquisition of Existing Units	0	0
Total	217	258

Table 4 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City established goals and outcomes for each of the following affordable housing projects/activities with CDBG, HOME, and HOPWA funds:

CDBG Programs:

- Emergency Home Repair- Goal: 69 housing units/ Outcome: 30 housing units repaired

HOME Investment Partnership Programs:

- Single Family Housing Development-CHDO –Goal: three (3) single family houses constructed/Outcome: Four (4) houses completed
- New Affordable Housing Production - Goal: 20 households/ Outcome: No units constructed

HOPWA Rental Assistance Programs- Goal: 125 households/ Outcome: 224 households

In addition, homebuyer down payment assistance was provided to five first-time homebuyers with one loan provided with CDBG funds and the other four with HOME funds. The City's annual goal was to assist two homebuyers.

Discuss how these outcomes will impact future annual action plans.

While no new affordable rental housing units were produced during the program year, construction began on three multi-family affordable housing projects:

- Construction of the Cliffmore Park multi-family apartment project is underway and will add 72 housing units with ten (10) of the units identified as HOME-assisted affordable rental units. The City has provided a gap financing loan in the amount of \$683,968 HOME funds for this senior apartment complex.
- The Eutaw Landing multi-family construction project is underway. HOME funds in the amount of \$800,000 has been provided as a gap loan for this proposed 54-unit apartment complex for 55+ that will result in five (5) HOME-assisted affordable rental units.
- Another housing development project is underway for Aubrey Hills that will produce 32 new rental units with eleven (11) HOME-assisted rental units. The City has provided a HOME loan in the amount of \$2,145,000 for this project.

December 2024 - Issued a Request for Proposal (RFP) for Single-Family Housing Development Program:

- The City of Fayetteville's Affordable Single-Family Housing Development Program is designed to expand affordable homeownership opportunities by providing development incentives to qualified for-profit and non-profit organizations. The program's primary goal is to support the development of in-fill housing that serves families earning at or below 80% of the Area Median Income (AMI), in accordance with HUD's HOME Investment Partnerships Program (24 CFR Part 92). This includes the provision of interest-free construction financing to developers and forgivable down payment assistance to qualified buyers (not to exceed \$50,000).
- 8 Developers will be awarded 10 lots and \$50,000 in construction financing for each lot.

June 2025 -Issued a Request for Proposal (RFP) for Community Housing Development Organization (CHDO) to Develop Affordable Housing:

- The City of Fayetteville, NC, is soliciting proposals from qualified non-profit organizations to certify or re-certify as a Community Housing Development Organization (CHDO) to develop per 24 CFR 92 Subpart G: affordable for-sale units on available city-owned vacant lots (Exhibit A) or on lots owned by the non-profit. These for-sale units will have a requirement to serve households at or below 80% of the Area Median Income (AMI) and must remain affordable for a minimum of 15 years. This initiative aims to increase affordable homeownership opportunities for low- to moderate-income families, utilizing down payment assistance, construction financing, and adherence to federal affordability standards. This RFP is issued in conformance with the City's Affordable Single-Family Housing Development Program Guidelines.

- 2 CHDOs will be awarded 9 lots and \$50,000 in construction financing for each lot.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	21	0
Low-income	5	0
Moderate-income	5	4
Total	31	4

Table 5 – Number of Households Served

Narrative Information

Affordable housing remains to be a constant priority for the City of Fayetteville and this is demonstrated in the various housing programs offered during the program year. The City will continue to work with its housing partners to find opportunities to meet common goals of affordable housing for our low- and moderate-income residents.

The data in the table represents that 30 households were assisted with emergency home repairs that were in all three income levels and one with homebuyer that was moderate-income that was assisted with CDBG funds for down payment assistance. Four homebuyers that were moderate-income were assisted with HOME funds.

Not reflected in the table above, but in the others in this section are the 177 households (135 TBRA and 42 STRMU) that were funded with HOPWA that included 125 extremely low-income; 32 low-income; and 20 moderate-income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The lead agency for the Fayetteville-Cumberland County Continuum of Care is Cumberland County. Membership in the CoC is open to any stakeholder in the community, and membership is ultimately determined by the CoC Board. The Board sets priorities and strategies and is organized into work groups to provide feedback on the goals and strategies of the CoC. The Board encourages individuals who are homeless or formerly homeless to provide input at public CoC meetings that are held quarterly. The CoC has adopted Coordinated Entry, which is administered by Cumberland HealthNET, and has required all ESG recipients to adopt a Housing First model.

The number of homeless residents in Cumberland County increased by three people in 2025, according to preliminary Point-in-Time (PIT) Count data. The PIT Count is an annual 24-hour census of homeless people in the county. This year's count took place from January 2024 to January 2025 and documented 383 homeless residents, according to preliminary results.

The City contracted with Myrover Reese Fellowship Homes using ESG funds to provide street outreach services benefiting 13 households/27 people.

Addressing the emergency shelter and transitional housing needs of homeless persons

In PY 2024 the City allocated CDBG funds to support homeless support programs, which resulted in the following:

- **Family Reunification and Direct Services Program:** The City partnered with Carolina Collaborative Community Care (4C) to connect people experiencing homelessness with their families by assisting with transportation to make that connection. Six (6) people were reunified with their families during the program year.
- **Manna Dream Center:** The City leases a building to Manna Church, which currently operates as an overnight shelter. Volunteers and paid staff operate the center seven (7) days a week. It is open daily to homeless persons that need a shower, to wash clothes, receive lunch and other services during the day. The center has the capacity to house 20 male clients for overnight shelter. Overnight guests receive counseling that includes mental health services, veteran services, employment, and housing.
- **Fayetteville Cares Day Resource Center:** The City has contracted with Manna Church to manage the daily operations of the homeless day resource center.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City allocated funding to Connections of Cumberland County, a local nonprofit, that assisted 1,367 female-headed households consisting of 4,023 women and children with referrals, counseling, utility deposits and rental payments to prevent homelessness.

The City of Fayetteville allocated \$100,000 of its General Fund to jointly employ a Data and Evaluation Analyst with Cumberland County to fully implement the Homeless Management Information System. A portion of the funds were made available to provide homeless prevention and rapid re-housing services.

The Salvation Army operates The North Carolina Low Income Energy Assistance Program (LIEAP), a Federally-funded program that provides a one-time vendor payment to help eligible households pay their heating bills. Additionally, the Salvation Army operates the CIP Program (Crisis Intervention Program) pays for past due utility bills. The fund serves as a homeless prevention activity by offering up to \$600 a year to low income citizens who have a critical need for heating and cooling due to family health issues. The Salvation Army manages the programs for the Department of Social Services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Fayetteville-Cumberland County CoC has not yet included the housing first model in its written standards, though this change is being discussed. The CoC has implemented Coordinated Entry, with Cumberland HealthNet acting as the lead entity. The Coordinated Entry process evaluates individuals when they present themselves, and they are directed toward the emergency shelter, transitional housing, or permanent supportive housing facilities that will best meet their needs. There is a need for more rapid rehousing in the area, as care providers calculate that approximately 80% of the homeless population needs only to be rehoused and can quickly stabilize after being placed in housing.

The City opened a Day Resource Center on August 21, 2023 that is intended to help people in Fayetteville experiencing homelessness with a place to stay during the day and support services to help them in their next steps. The center includes shower and laundry facilities, as well as a warming kitchen

and offices. There are computers for use and areas for the homeless to charge their devices. The facility will also operate as a shelter after emergencies like hurricanes or flooding. The City partnered with Manna Church to manage the day-to day operations of the Day Resource Center for this second year of operations.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Fayetteville Metropolitan Housing Authority (FMHA) works by administering federally funding housing assistance programs to eligible low-income families, the elderly, and persons with disabilities, providing both public housing and the Housing Choice Voucher (Section 8) program. FMHA determines eligibility based on income and other criteria, manages rent payments and housing quality standards, and offers support services to help residents achieve self-sufficiency. Fayetteville's public housing needs include a large demand for affordable rental units, which has led to closed waiting lists. The city and county are pursuing strategies like new construction, rehabilitation of existing units, and programs to promote homeownership for low- to moderate-income residents to address these needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Section 8 Voucher Holders have the opportunity to plan and reach goals that they set for themselves and their families, as well as save a significant amount of money. This opportunity is available to Section 8 holders who choose to become participants in Section 8's Family Self-Sufficiency Program. There are two parts to the program. The first part of the program is the Self-Sufficiency program where participants have the opportunity to work toward meeting its goals that they set for their families, as well as save money that will become theirs when they have completed their goals. The second part of the program is the Homeownership Program. In this part of the program, a Section 8 participant can choose to use his or her Section 8 voucher to assist with the purchase and payment of a home. Each part of the Self-Sufficiency program is detailed below.

Family Self-Sufficiency (FSS) is a voluntary HUD program that encourages and assists families to become self-sufficient. Anyone currently on the Section 8 Housing Choice Voucher program is eligible for this program. FSS offers a financial incentive to families through an escrow account, which is based on an increase in a families earned income. An example of an increase in earned income would be when a family member has a pay raise, obtains employment or has an increase in his or her working hours that results in an increase in the portion of rent that the family pays each month. For example, if a family member begins working 40 hours per week, and the families rent increase \$25.00 dollars per month, that \$25.00 dollars goes into an escrow account that the Housing Authority establishes for the family. This account becomes available to the family when the family successfully completes their FSS Contract of Participation. Depending upon each participant's situation, the FSS Program can connect tenants with job training, resource planning, credit repair resources, basic skills education, high school equivalency (GED) programs, post-secondary education, and assistance with securing meaningful employment. Advisors provide emotional support, case management, and personalized assistance.

Actions taken to provide assistance to troubled PHAs

The Fayetteville Metropolitan Housing Authority is not designated as a troubled housing authority. FMHA is continuing to meet its goals by securing funding through RAD conversion, development of Section 8 Project-Based Voucher Developments, and revitalization of its existing stock.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In PY 2024, the City expanded its outreach efforts to low- and moderate-income residents with its Neighborhood Engagement staff participating in more than 100 community events, meetings, and other outreach opportunities to share information on City services and programs, while also working to build trust and strengthen community relationships.

In addition to our HUD grant funded activities, the Neighborhood Engagement team reinvested \$1,000,000 of American Rescue Plan funding into the development of a public facility, transforming it into the Way2Real Community Center. This center now serves as a vital hub for the Murchison Road community, offering a one-stop location for youth services, including mental health counseling, mentoring, music training, and podcast production, among other resources.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City's housing strategy is designed to improve, preserve, and expand the affordable housing inventory for low- and moderate-income persons and families living in the City of Fayetteville. The City provides financing to developers for the acquisition, rehabilitation, and new construction of single and multifamily housing for low and moderate-income families. Both rental and homeownership projects are eligible. To be considered, all sponsoring entities and proposals must meet the regulations prescribed in the HOME Investment Partnership Program at 24 CFR Part 92. Private developers, not-for-profit organizations, Community Housing Development Organizations (CHDO), and Community Based Development Organizations are eligible to apply. The City is required to set aside 15% of its annual HOME funds for CHDO activities.

The City offers the Homebuying HERO program, providing forgivable loans for down payment assistance to first-time homebuyers within the city. To be eligible, applicants must complete a First-Time Homebuyers Workshop and receive counseling from a HUD-certified agency. Increased marketing efforts were made about this program in addition to approximately 30 community outreach and events during the year.

The City's economic development strategy is designed to increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents of the City of Fayetteville. Loan and matching grants are available to eligible small businesses.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

For any housing rehabilitation program using Federal funds, the City of Fayetteville ensures that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- The contractor handbook includes guidelines prohibiting the use of lead-based paints in new construction and citing safety regulation 40 CFR Part 745 for housing rehabilitation.

Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's anti-poverty strategy is based on attracting a range of businesses and supporting workforce development, including job-training services for low-income residents. The City allocates a large portion of CDBG funding to economic development activities to provide programs that lift families out of poverty and support small business development. In addition, the City continues to partner with local social service organizations that target low-income residents:

- Youth development and mentoring activities with local nonprofits to include Greater Life of Fayetteville and United Ministries in Christ
- Career development, employment training, mentoring, and job placement in partnership with local nonprofits to include Veterans Bridge Home, Millers Crew, and Fayetteville Urban Ministry
- Economic development activities along the Murchison Road Corridor and lower income areas within the City limits
- Homeless prevention services with Connections of Cumberland County and Robeson County

Health Department

- Medical services made available to under- and uninsured low- and moderate-income persons by partnering with Better Health of Cumberland County and Cumberland HealthNet
- Community outreach to promote available programs and resources by the City's neighborhood engagement staff throughout the City of Fayetteville

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Fayetteville works with the following agencies to enhance coordination:

- **City of Fayetteville – Economic & Community Development** - oversees the CDBG, HOME, HOPWA, and ESG programs.
- **Fayetteville Metropolitan Housing Authority** - oversees the improvements to public housing communities, the Section 8 Housing Choice Voucher Program, and the FMHA Empowerment Institute that provides self-sufficiency and training to public housing tenants.
- **United Management II and Halcon Companies**- oversees development of affordable housing through Low-Income Housing Tax Credits (LIHTC).
- **Social Services Agencies** - the City provides funds to address the needs of low- and moderate-income persons.
- **Housing Providers** - the City provides funds to rehabilitate and develop affordable housing for low- and moderate-income families and individuals.
- **Cumberland County Department of Social Services** - provides mainstream social services to individuals and families in the City of Fayetteville and Cumberland County.
- **Cumberland County** - oversees the Continuum of Care for Fayetteville-Cumberland County.
- **Robeson County Health Department**- a partner with administering HOPWA funds and direct program services.

As part of the CDBG, HOME, HOPWA, and ESG application planning process, local agencies, and organization are invited to submit proposals for CDBG, HOME, HOPWA, and ESG funds for eligible activities. These groups participate in the planning process by attending the public hearings, informational meetings, and completing survey forms.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Public Institutions: The City acts as a clearinghouse and facilitator for many of the activities described in the annual action plan. As the local unit of government, the City is empowered to apply for and administer certain types of grants. Support from the City, expressed as a certification of consistency or some other instrument, may be all that is required for some activities. Other activities will involve the more direct participation of the City for funding, acquisition of land or buildings, or in convening meetings of various agencies to iron out differences or strategies on how to seize opportunities. The City will continue to administer the CDBG, HOME, HOPWA, and ESG programs.

The Fayetteville Metropolitan Housing Authority administers public housing and Section 8 Housing Choice Voucher programs throughout the City. This Authority is responsible for the management and maintenance of public housing units. The Housing Authority continues its efforts to modernize these public housing units in order to provide decent, affordable housing in the City.

Non-Profit Organizations: Non-profit housing agencies play a role in the implementation of the City's annual action plan. Through the construction of new housing and the rehabilitation of existing units, these agencies access financing sources such as the Low Income Housing Tax Credit, Golden LEAF funding, and charitable contributions that increase the supply of affordable housing. While some groups focus on the rehabilitation of single units for resale to first time homebuyers, others have attempted to create assisted rental developments. In the future, the union of such groups with social service agencies that serve specific special needs populations will address the Five Year Consolidated Plan strategy for creation of supportive housing and affordable housing opportunities.

Non-profit educational institutions provide an important partnership for the City. The City is pursuing a partnership with Fayetteville State University to provide job training for residents of the Murchison Road Corridor. This partnership will form a key linkage in the development of a Neighborhood Revitalization Strategy Area, and laid the groundwork for a Choice Neighborhoods Initiative grant that was received in the amount of \$450,000.

Social service agencies are a link between the provision of housing and the population it is intended to serve. The agencies work directly with providers of services to persons with special needs including: mental health, intellectual disability, elderly, drug and alcohol addiction and families that are at-risk of becoming homeless. Although these agencies cannot provide housing, they can direct housing efforts where needed and are integral in the planning of housing and services for target populations. The Salvation Army, which is an emergency shelter and Family Endeavors, which is transitional housing, will continue to provide shelter for the homeless.

Private Industry: The City has multiple programs to assist in job development and retention that are targeted toward private businesses. Small business consulting, loans, and grants are designed to assist entrepreneurs in areas with high low- and moderate-income populations. Additionally, larger financial incentive programs are implemented by the City to recruit businesses that provide jobs that pay decent wages for residents of the City.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

During PY 2024 the City of Fayetteville funded activities/projects that affirmatively further fair housing. This included:

- Funds for emergency housing rehabilitation for lower income homeowners
- Funds for down payment assistance for first-time homebuyers

- Funds for education and community outreach for housing opportunities
- Funds for the prevention of homelessness and provision of resources to at-risk populations
- Funds for project financing and related costs for affordable housing developments

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Fayetteville allocates CDBG, HOME, HOPWA, and ESG funds annually to implement actions designed to accomplish goals and objectives that meet community needs identified in its Consolidated Plan. Consequently, the City is responsible for ensuring that funding recipients (i.e., subrecipients, project sponsors, and CHDOs) comply with applicable regulations and requirements governing their administrative, financial and programmatic operations. In accordance with 24 CFR 91.230, the City utilizes a local monitoring and compliance plan that describes the standards and procedures that will be used to monitor activities carried out in each One-Year Action Plan and will be used to ensure long-term compliance with requirements of the programs involved.

The City's monitoring and compliance plan is designed to accomplish the following objectives:

- To determine if project activities are consistent with the service agreement and conducted in a timely manner.
- To determine eligibility of costs charged to the project under applicable laws and grant regulations and reasonable in light of the services or products delivered.
- To determine if activities are conducted with adequate control over program and financial performance and in a way that minimizes opportunities for waste, mismanagement, fraud and abuse.
- To assess if the subrecipient/CHDO has continuing capacity to carry out the approved project.
- To identify potential problem areas and to assist the subrecipient/CHDO in complying with applicable laws and regulations.
- To assist subrecipient/CHDO in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.
- To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by subrecipient/CHDO, and not repeated.
- To ensure that the maintenance of required records is accomplished.

The monitoring visit is followed with written a report detailing concerns, comments and/or recommendations for improvement.

- In addition to on-site visits, the City also monitors subrecipient activities through the review of reports and draw requests. Each subrecipient is required to submit monthly reports in Neighborly on the progress of their CDBG and HOME activities. HOPWA and ESG monthly reporting is not completed in Neighborly and is submitted electronically by the subrecipients. These reports indicate how well the subrecipient is performing against the targets set in the grant agreement. They submit requests for reimbursement of project expenses as needed (usually monthly or quarterly) with sufficient back-up detail to support the request (e.g. copies of payrolls or paid invoices). Reimbursements are made after the expense has been incurred and reviewed for eligibility by the City.

- Particular attention is paid to compliance with eligibility and National Objective requirements. Other areas of emphasis during monitoring visits are project performance, contract compliance, financial management, record management, procurement practices and compliance with civil rights requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Fayetteville provides opportunity for the public to comment on its reports consistent with the City's Citizen Participation Plan. The PY 2024 CAPER draft was made available for a minimum 15-day review and comment period from September 10, 2025 - September 25, 2025.

No comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As needs arise the City is prepared to amend its consolidated plan or annual action plan to meet an urgent need and/or repurpose funds to meet an objective. The City assesses beneficiary needs regularly and its current programs to make any changes to meet current needs of the beneficiaries of the programs.

Beginning with the 2024-2025 program year, the City expanded its Homebuyer HERO down payment assistance program and began funding it with HOME funds instead of CDBG funds as done in prior years. CDBG funds can be used for down payment assistance up to 50% of the lender required down payment. HOME funds do not require a match from the homebuyer.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Fayetteville conducted on-site rental property inspections for the 2024-2025 program year in June 2025. HOME-funded multi-family housing development projects were monitored and six (6) developments received on-site inspections. HOME Monitoring Checklist 6-C and 6-D were submitted for all developments and random units at each apartment complex were selected for physical inspection.

As a result of the reviews, it was determined that all developments are in compliance with HOME affordability and project requirements.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City requires developers providing housing using HOME funds to agree to develop and conduct an approved Affirmative Marketing plan whereby it can demonstrate that steps are being taken to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market to the available housing. As the HOME program units in this area remain occupied and are seldom vacant, the City's Affirmative Fair Marketing plan has been very effective.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of \$279,908.65 in HOME program income was received and allocated to homebuyer assistance and affordable housing projects. One first-time homebuyer, an African American single parent of two in a female-headed, moderate-income household, was assisted. The remaining funds supported project-specific soft costs for three multi-family affordable housing developments that began construction during the year: Cliffmore Park (\$683,968), Eutaw Landing (\$800,000), and Aubrey Hills (\$2,145,000), all funded with HOME.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City continues to explore opportunities for providing additional affordable housing to its low- and

moderate-income citizens. Funding assistance to developers is provided in low interest loans that not only generate program income annually, but all of which have scheduled end-of-term lump sum principal balloon payments due as an additional source of program income.

Construction of the Cliffmore Park multi-family apartment project is underway and will add 72 housing units with ten (10) of the units identified as HOME-assisted affordable rental units. The City has provided a gap financing loan in the amount of \$683,968 HOME funds for this senior apartment complex.

The Eutaw Landing multi-family construction project is underway. HOME funds in the amount of \$800,000 has been provided as a gap loan for this proposed 54-unit apartment complex for 55+ that will result in five (5) HOME-assisted affordable rental units.

Another housing development project is underway for Aubrey Hills that will produce 32 new rental units with eleven (11) HOME-assisted rental units. The City has provided a HOME loan in the amount of \$2,145,000 for this project.

The City developed and implemented a Homebuyer Assistance Program to assist first-time homebuyers with down payment, closing costs and gap financing. This program provides up to \$30,000 in a 0% interest, deferred loan. The program officially launched in May 2022, with outreach and marketing to area lenders and Realtors. Five loans were approved and closed during the program year for a low- and moderate-income person.

CR-55 - HOPWA 91.520(e)

Identify the number of individuals assisted and the types of assistance provided

Table for report on the one-year goals for the number of households provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities developed, leased, or operated with HOPWA funds.

Number of Households Served Through:	One-year Goal	Actual
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	50	51
Tenant-based rental assistance	75	173
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	0	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0	0
Total	125	224

Table 6 – HOPWA Number of Households Served

Narrative

The City of Fayetteville received its third HOPWA allocation during the 2024-2025 program year. A contract was executed with a project sponsor, Robeson County Health Department that operates the Dogwood Health Care Program that assists HOPWA- eligible households with securing safe and affordable housing. Included in the TBRA count above is 135 households that received TBRA assistance and 46 households received permanent housing placement. There was one (1) household assisted with housing information services and 124 households received supportive services that included case management and/or transportation services. A total of 232 services were provided for a total of 225 unduplicated households for housing and housing information services.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0	0	0	0
Total Section 3 Worker Hours	0	0	0	0	0
Total Targeted Section 3 Worker Hours	0	0	0	0	0

Table 7 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding child care.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 8 – Qualitative Efforts - Number of Activities by Program

Narrative

There was no Section 3 information to report.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	Fayetteville
Organizational DUNS Number	040031700
UEI	
EIN/TIN Number	566001226
Identify the Field Office	GREENSBORO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix	Mr
First Name	Christopher
Middle Name	L
Last Name	Cauley
Suffix	
Title	ECD Director

ESG Contact Address

Street Address 1	433 Hay St.
Street Address 2	
City	Fayetteville
State	NC
ZIP Code	-
Phone Number	9104331590
Extension	
Fax Number	
Email Address	christophercauley@fayettevillenc.gov

ESG Secondary Contact

Prefix	Mr
First Name	Douglas
Last Name	Hewett
Suffix	
Title	City Manager
Phone Number	9194331990
Extension	
Email Address	DougHewett@FayettevilleNC.gov

2. Reporting Period—All Recipients Complete

Program Year Start Date 07/01/2024
Program Year End Date 06/30/2025

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: Fayetteville Urban Ministry

City: Fayetteville

State: NC

Zip Code: 28306, 1617

DUNS Number: 033915430

UEI:

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Other Non-Profit Organization

ESG Subgrant or Contract Award Amount: 53721

Subrecipient or Contractor Name: Myrover Reese Fellowship Homes

City: Fayetteville

State: NC

Zip Code: 28306, 2051

DUNS Number:

UEI: HJWJM5HBAVE7

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Other Non-Profit Organization

ESG Subgrant or Contract Award Amount: 50000

Subrecipient or Contractor Name: Carolina Collaborative Community Care

City: Fayetteville

State: NC

Zip Code: 28303, 0216

DUNS Number:

UEI:

Is subrecipient a victim services provider: N

Subrecipient Organization Type: Other Non-Profit Organization

ESG Subgrant or Contract Award Amount: 40000

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	14
Children	13
Don't Know/Refused/Other	0
Missing Information	0
Total	27

Table 9 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 10 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 11 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	14
Children	0
Don't Know/Refused/Other	13
Missing Information	0
Total	27

Table 12 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	28
Children	13
Don't Know/Refused/Other	13
Missing Information	0
Total	54

Table 13 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	54
Missing Information	0
Total	54

Table 14 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	13
18-24	4
25 and over	24
Don't Know/Refused/Other	13
Missing Information	0
Total	54

Table 15 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households				
Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	2	1	0	0
Victims of Domestic Violence	1	1	0	0
Elderly	1	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	1	1	0	0
Chronic Substance Abuse	2	2	0	0
Other Disability	5	2	0	0
Total (Unduplicated if possible)	12	7	0	0

Table 16 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

8. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	0
Total Number of bed-nights provided	0
Capacity Utilization	0.00%

Table 17 – Shelter Capacity

9. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

2024-2025 ESG Funds were not used for supporting homeless shelters, but instead used for homeless prevention, rapid re-housing, and street outreach services.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2022	2023	2024
Expenditures for Rental Assistance	0	0	11,948
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	0	0	11,948

Table 18 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2022	2023	2024
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	0	0	0

Table 19 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2022	2023	2024
Essential Services	0	0	0
Operations	0	0	0
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	0	0	0

Table 20 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2022	2023	2024
Street Outreach	0	0	0
HMIS	0	0	0
Administration	0	0	4,283

Table 21 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2022	2023	2024
	0	0	16,231

Table 22 - Total ESG Funds Expended

11f. Match Source

	2022	2023	2024
Other Non-ESG HUD Funds	0	0	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	4,283
Private Funds	0	0	0
Other	0	0	11,948
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	0	0	16,231

Table 23 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2022	2023	2024
	0	0	32,462

Table 24 - Total Amount of Funds Expended on ESG Activities

Closing

This report is more than a reflection of what we've achieved—it's a reminder of what we're capable of when we work together. Fayetteville has made remarkable progress in strengthening our neighborhoods, supporting our residents, and growing our local economy. Every success captured here is a testament to the resilience, creativity, and dedication of our community.

But this is not the finish line. 2026 is the year we roll up our sleeves and lean into the hard work ahead. With the leadership of City Council and the guidance of the Fayetteville Redevelopment Commission, we will continue to drive bold programs and projects that reflect the priorities of our residents. Together, we will build the stronger Fayetteville we all deserve—one that reflects the vision, voice, and values of our entire community.





Economic and Community Development
433 Hay Street
Fayetteville, NC 28301

910-433-1590

EconCommDev@fayettevillenc.gov

www.FayettevilleNC.gov/ECD



Fayetteville Redevelopment Commission

Annual Report – December 8, 2025



- Established: 1958 by City Council for HUD-funded urban renewal
- Advisory Role: Since 1978, advises on CDBG, HOME, ESG, and HOPWA programs
- Supports: Economic & Community Development (ECD) initiatives
- Citizen Engagement: Primary public advisory group for HUD grants
- Key Duties:
 - Reviews quarterly progress & spending
 - Recommends HUD grant budgets
 - Advises on housing, economic development & neighborhood revitalization
 - Submits annual report to City Council
- Structure: 7 members appointed by City Council

Derek Scott, Chair

Teddy Warner, Vice Chair

Shamike Bethea

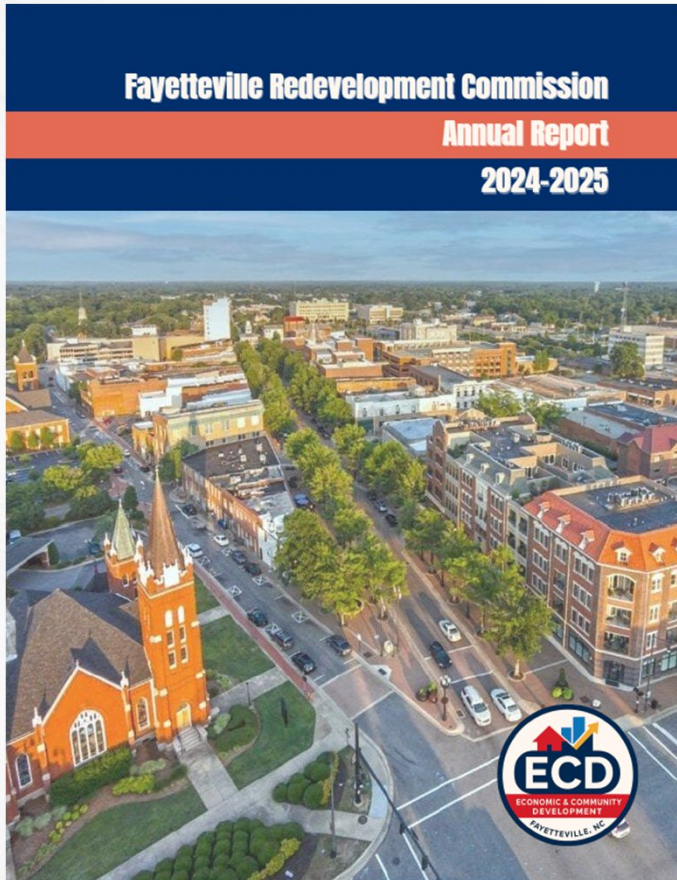
Dineen Morton

Tyler Patton

Katherine Smalls

Keshonta Williams

ECD Year in Review



Affordable Housing

150+ New Affordable Units

28 Home Repairs Completed

Economic Development

50+ Small Businesses Assisted

67 Jobs Created and 117 Retained

Community Partnerships

3,000+ Connected to Services

Way2Real Community Center

Neighborhood Engagement

100+ Community Engagements

Renovated Mary McDonald Park

Funding: CDBG, HOME, ESG, HOPWA, Local Funds

Community Partners

Nonprofit Funding

Fayetteville Cares DRC

Manna Dream Center

Housing Programs

Emergency Home Repairs

Single- & Multi-Family Development

Homebuying HERO

Economic Development

Business Assistance Loan

Commercial Exterior Grant

Workforce Development

Neighborhood Engagement

Demolition and Clearance Program

Choice Neighborhood Initiative

Empowering Community Safety Micro-Grant

- This low-barrier program funds resident-led projects focused on crime prevention, conflict resolution, youth engagement, and upward mobility.
- During 2024–2025, the City awarded 48 micro-grants totaling \$100,000.



The Homebuying HERO Program

- A cornerstone of the City's affordable housing strategy, the HERO program makes homeownership possible for residents.
- In the 2024-2025 program year, 17 homebuyers received a combined \$423,804 in assistance.



- Kraken Customs received a \$25,000 Commercial Exterior Grant for sidewalk and pavement upgrades — improvements that contributed to the creation of 11 new jobs.



2025-2026 Annual
Action Plan

Homebuying HERO
Expansion

Single Family Housing
Development Awards

2025-2029
Consolidated Plan

- Guide Oversight and Administration – planning future resources, monitoring current investments, and shaping priorities for the 2026-2027 Annual Action Plan
- Expand Economic Development Tools – expanding the resources and incentives that strengthen the City's economic landscape
- Increase Housing Opportunities – advancing programs and investments that expand and preserve affordable housing options
- Transform Key Corridors – implementing strategic improvements that keep key corridors connected
- Unlock Strategic Redevelopment – supporting and enhancing revitalization opportunities in priority areas

Behind every program are families gaining stability,
businesses growing, and neighborhoods
improving.

The Fayetteville Redevelopment Commission
continues to guide this work with integrity, vision,
and a commitment to strengthening Fayetteville
for all residents.





FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 25-5068

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 10.01

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

FROM: Christopher Cauley, Economic and Community Development Director

DATE: December 8, 2025

RE:

Authorize the City Manager to Execute an Option to Purchase Agreement with JBS Developers and the Fayetteville Metropolitan Housing Authority for 6.32+/- Acres of the City's Catalyst 1 Site

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

Goal IV: The City will be a highly desirable place to live, work and recreate.

Objective 4.6: To reduce poverty and homelessness

Executive Summary:

City Council is asked to authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the Fayetteville Metropolitan Housing Authority (FMHA) for a 6.32+/- acre portion of the City's catalyst site on Murchison Road. The parcels identified in the Option to Purchase Agreement will be used as the location of Central Park Villas, a proposed 84-unit garden-style affordable housing community.

Background:

On November 24, 2025, Council authorized the City Manager to sign a contingent loan commitment letter and subsequent loan documents in the amount of \$2,883,811.00 to support the construction of Central Park Villas. The proposed location of this project is a vacant property owned by the City, located at the southern end of Murchison Road and surrounded by Bruner Street, Greensboro Street, and the Martin Luther King, Jr Freeway. JBS Developers and the FMHA are the developers for the proposed affordable housing community and have sent the City an Option to Purchase Agreement in the amount of \$545,000.00 for specific parcels that total 6.32 +/- acres. The purchase amount of \$545,000.00 was supported by an independent appraisal of the properties provided by the developers with the draft Option to Purchase. The City received a Review Appraisal on December 1, 2025, which determined that the original appraisal of the property's fair market value at \$545,000.00 was reasonable and well-supported.

The Option to Purchase includes an Option Price of \$1,500 and an Option Term lasting until March 31, 2027 or until NCHFA renders an adverse decision on the Co-Developers' LIHTC application, whichever is sooner. The Option to Purchase will be contingent upon the Co-Developers receiving the LIHTC Award, satisfactory

environmental reports, and other requirements in the City's contingent loan commitment.

The draft Option to Purchase Agreement is still under negotiation by the parties.

Issues/Analysis:

No sale shall be consummated until 10 days after a notice summarizing the contents of the resolution has been published, pursuant to N.C.G.S. § 160A-267.

Budget Impact:

The City would receive gross proceeds from the sale of the real property of at least \$545,000.

Options:

1. Authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the FMHA for the purchase of 6.32+/- acres of the City's catalyst 1 site for the construction of an affordable housing community.
2. Do not authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the FMHA for the purchase of 6.32+/- acres of the City's catalyst 1 site for the construction of an affordable housing community and provide additional direction to staff.

Recommended Action:

Staff recommends that Council move to authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the FMHA for the purchase of 6.32+/- acres of the City's catalyst 1 site for the construction of an affordable housing community.

Attachments:

1. Resolution Authorizing Option to Purchase
2. Draft Option to Purchase

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA TO GRANT A PURCHASE OPTION FOR CERTAIN REAL PROPERTY COMMONLY REFERRED TO AS THE “CATALYST I” SITE

WHEREAS, the City of Fayetteville (the “City”) entered an Amended and Restated Memorandum of Understanding and Partial Assignment of Rights (Catalyst I Site) dated September 26, 2025 (“Amended MOU”) with Fayetteville State University (“FSU”), JBS Developers, LLC (“JBS”), and the Fayetteville Metropolitan Housing Authority (“FMHA”) concerning the assemblage and potential disposition and development of certain real property commonly referred to as the “Catalyst I” site as was identified on Attachment A-1 to the Amended MOU (the “Site”) all of which is owned by the City.

WHEREAS, the Amended MOU granted to JBS and FMHA (together, the “Co-Developers”) the right to access the Site to study an approximately 6.32 acre portion of the Site (the “Property”) as shown on Exhibit A for the potential development of an 84-unit affordable housing community to be known as Central Park Villas (the “Project”).

WHEREAS, the Co-Developers or their designated affiliates submitted an application to the North Carolina Housing Finance Agency (“NCHFA”) on or around October 1, 2025 to receive a 4% low-income housing tax credit allocation (“LIHTC Award”) to support the development of the Project on the Property.

WHEREAS, on November 24, 2025, the City authorized the City Manager to issue Co-Developers a loan commitment letter in the amount of \$2,883,611.00 in support of the Project contingent upon the Co-Developers receiving the LIHTC Award and other requirements (“Contingent Loan Commitment”).

WHEREAS, the Co-Developers have asked the City to grant them an exclusive option to purchase the Property so that Co-Developers could purchase the Property upon receiving the LIHTC Award.

WHEREAS, the City desires to enter an option to purchase agreement to support the Project contingent upon Co-Developers receiving the LIHTC Award and other requirements.

WHEREAS, on November 11, 2025, Co-Developers submitted to the City an Appraisal Report for the Property that determined its fair market value to be Five Hundred and Forty-Five Thousand and 00/100 Dollars (\$545,000.00) (“Property Fair Market Value”).

WHEREAS, the City obtained a Review Appraisal Report on December 1, 2025, that determined the Property Fair Market Value was reasonable and well-supported.

NOW THEREFORE BE IT RESOLVED BY THE CITY THAT:

1. The CITY does hereby authorize the City Manager to execute an Option to Purchase Agreement (the “Purchase Option”) granting the Co-Developers or their designated affiliates an option to purchase the Property for Five Hundred and Forty-Five Thousand and 00/100 Dollars (\$545,000.00).

2. The Purchase Option shall be contingent upon Co-Developers receiving the LIHTC Award and such other requirements as apply to the City’s Contingent Loan Commitment.

3. The Purchase Option shall be supported by and require such other documents as are necessary to guarantee that the Property is used to construct an affordable housing development on the Property.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 8th day of December, 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

Mitch Colvin, Mayor

ATTEST: _____

Jennifer Ayre, City Clerk

OPTION TO PURCHASE AGREEMENT

This **OPTION TO PURCHASE AGREEMENT** (“Agreement”) made effective as of the _____ day of December, 2025 (the “Effective Date”), by and among the City of Fayetteville (the “City”), in favor of the Fayetteville Metropolitan Housing Authority (“FMHA”) and JBS Developers, LLC (“JBS”) (together, FMHA and JBS, the “Buyer”).

WITNESSETH:

WHEREAS, the City entered an Amended and Restated Memorandum of Understanding and Partial Assignment of Rights (Catalyst I Site) dated September 26, 2025 (“Amended MOU”) with Fayetteville State University (“FSU”), JBS, and FMHA concerning the assemblage and potential disposition and development of certain real property commonly referred to as the “Catalyst I” site as was identified on Attachment A-1 to the Amended MOU (the “Site”), all of which is owned by the City.

WHEREAS, the Amended MOU granted to Buyer the right to access the Site to study an approximately 6.32 acre portion of the Site as shown on Exhibit A (the “Property”) for the potential development of an 84-unit affordable housing community to be known as Central Park Villas (the “Project”).

WHEREAS, the Buyer submitted an application to the North Carolina Housing Finance Agency (“NCHFA”) on or around October 1, 2025 (“LIHTC Application”) to receive a 4% low-income housing tax credit allocation (“LIHTC Award”) to support the development of the Project on the Property.

WHEREAS, on November 24, 2025, the City authorized the City Manager to issue Co-Developers a loan commitment letter in the amount of \$2,883,611.00 in support of the Project contingent upon the Co-Developers receiving the LIHTC Award and other requirements (“Contingent City Loan”).

WHEREAS, the Contingent City Loan will involve funds provided under the Home Investment Partnerships Program (HOME) and other sources.

WHEREAS, the Co-Developers have asked the City to grant them an exclusive option to purchase the Property so that Co-Developers could purchase the Property upon receiving the LIHTC Award.

WHEREAS, the City desires to enter an option to purchase agreement to support the Project contingent upon Co-Developers receiving the LIHTC Award and other requirements.

WHEREAS, on November 11, 2025, Co-Developers submitted to the City an Appraisal Report for the Property that determined its fair market value to be \$545,000.00 (“Property Fair Market Value”).

WHEREAS, the City obtained a Review Appraisal Report on December 1, 2025, that determined the Property Fair Market Value was reasonable and well-supported.

WHEREAS, City desires to grant Buyer the exclusive option to purchase the Property pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of \$1,500.00 (the “Option Price”) and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Option.** City hereby grants to Buyer, its successors or assigns, the exclusive option to purchase the property (“Option”) from the Effective Date until March 31, 2027 or, in the event of an adverse decision from NCHFA, the date on which NCHFA denies Buyer’s LIHTC Application, whichever is sooner (the “Option Term”). This Option is contingent upon NCHFA granting Buyer the LIHTC Award and Buyer conducting a closing on all financing necessary for the construction of the proposed Project. If NCHFA does not grant Buyer the LIHTC Award, or Buyer does not conduct a closing on all necessary construction financing on or before March 31, 2027, this Option will terminate immediately unless the Option Term is extended in writing at the sole discretion of the City Manager. The City manager may extend the Option Term at his sole discretion for up to three (3) months.

2. **Purchase Price for Property and Transfer of Ownership.**

- a. The purchase price for the Property shall be the Property Fair Market Value (\$545,000.00) (“Purchase Price”).
- b. City shall deliver to Buyer at the Closing (as defined below) a special warranty deed conveying fee simple, marketable title to the Property, subject only to easements, rights of way and restrictions of record, ad valorem taxes for the year the Closing (as defined below) takes place, and all other encumbrances against the property prior to or contemporaneous with the Closing (as defined below).
- c. City shall allow the Buyer to begin the Special or Conditional Use Permit (if required) and Application for Variance (if required) process to ensure proper requirements are in place to permit the construction of up to 84 apartments. All such applications and permits shall be at Buyer’s sole expense. Apartments are to be constructed under the requirements and guidelines of the 2025 North Carolina Housing and Finance Tax Credit Program. Said requirements are published in the 2025 Qualified Allocation Plan for the State of North Carolina (“QAP”). It shall not be

City's responsibility to comply with any of said program or plan requirements.

- d. Buyer shall pay all Closing costs associated with its purchase of the Property.
- e. The Parties acknowledge the conveyance is for the public purpose of developing affordable housing as authorized under Article 13 of Chapter 160D of the North Carolina General Statutes, including N.C. Gen. Stat. § 160D-1316, which permits the City to convey property by private sale to an entity that will provide affordable housing to persons of low and moderate income and to impose covenants and conditions to assure such use. The City's disposition of the Property is intended to be carried out in accordance with the procedures for private sale set forth in N.C. Gen. Stat. § 160A-267. At Closing, Buyer shall execute and record a declaration of deed restrictions and such other affordability and performance covenants consistent with the applicable QAP and the approved development plan, including deadlines for commencement and completion.

3. **Closing.** The closing for the purchase of the Property pursuant to the Option (the "Closing") shall be held at a date and time agreed upon by Buyer and City but in any case, on or before March 31, 2027. Upon receiving notice of the LIHTC Award, Buyer shall promptly inform City and identify a date for Closing. At Closing, Buyer shall close on all financing necessary for the construction of the Project before or simultaneous to the exercise of this Option.

4. **Prorations and Adjustments.** All ad valorem taxes for the Property shall be prorated to the date of closing.

5. **Condemnation.** If any part or all of the Property shall be "taken" by any competent authority exercising its power of eminent domain prior to the Closing of the option to purchase, this Agreement shall immediately terminate as to the part of the Property "taken" and be of no further force of effect as to that part of the Property.

6. **Additional Conditions to Closing.** The following are conditions precedent to Closing:

- (a) **Title.** Title shall be delivered at Closing in accordance with Paragraph 3;
- (b) **City's Representatives/Warranties.** The covenants, representatives and warranties of City in this Agreement shall be true and correct in all material respects both on the date hereof and as of the Closing as though

made at such time.

- (c) **Environmental Matters.** Buyer shall conduct all necessary environmental studies and remedial work necessary to satisfy the preclosing requirements of the Contingent City Loan prior to Closing.

7. **Successors and Assigns.** City and Buyer agree that all provisions of this Agreement shall bind and inure to the benefit of the parties hereto and any of their respective heirs, legatees, devisees, personal representatives, administrators, executors, successors and assigns, as applicable. City acknowledges that Buyer may assign this Option to an affiliate of Buyer to own, construct, and operate the Project and may do so without additional approval. The City must approve in writing any assignment of this Option to an entity other than an affiliate of the Buyer.

8. **Invalid Provisions.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed in all respects as if invalid or unenforceable provisions were omitted.

9. **Law.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

10. **Entire Agreement.** This Agreement contains the full, final and complete contract of the parties as to the subject matter herein.

11. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties at their last known address.

12. **Headings.** The headings in the Agreement are for convenience only and shall not in any way affect its meaning or interpretation.

13. **Counterparts.** This Agreement may be executed in several identical counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument.

14. **Recording.** A short form memorandum of this Agreement may be recorded by Buyer at Buyer's expense. Such memorandum shall state the expiration date of the Option Period and all extensions thereof.

15. **Commissions or Brokerage Fees.** City shall be responsible for the payment of all commission and/or brokerage fees.

IN WITNESS THEREOF, the Parties have executed this Option to Purchase Agreement as of the Effective Date.

CITY OF FAYETTEVILLE

By: _____

Name: Douglas J. Hewett, ICMA-CM

Title: City Manager

FAYETTEVILLE METROPOLITAN HOUSING AUTHORITY

By: _____

Name: Dawn Weeks

Title: Executive Director

JBS DEVELOPERS, LLC

By: _____

Name: James B. Smith

Title: Manager

DRAFT

EXHIBIT "A"
Page 1

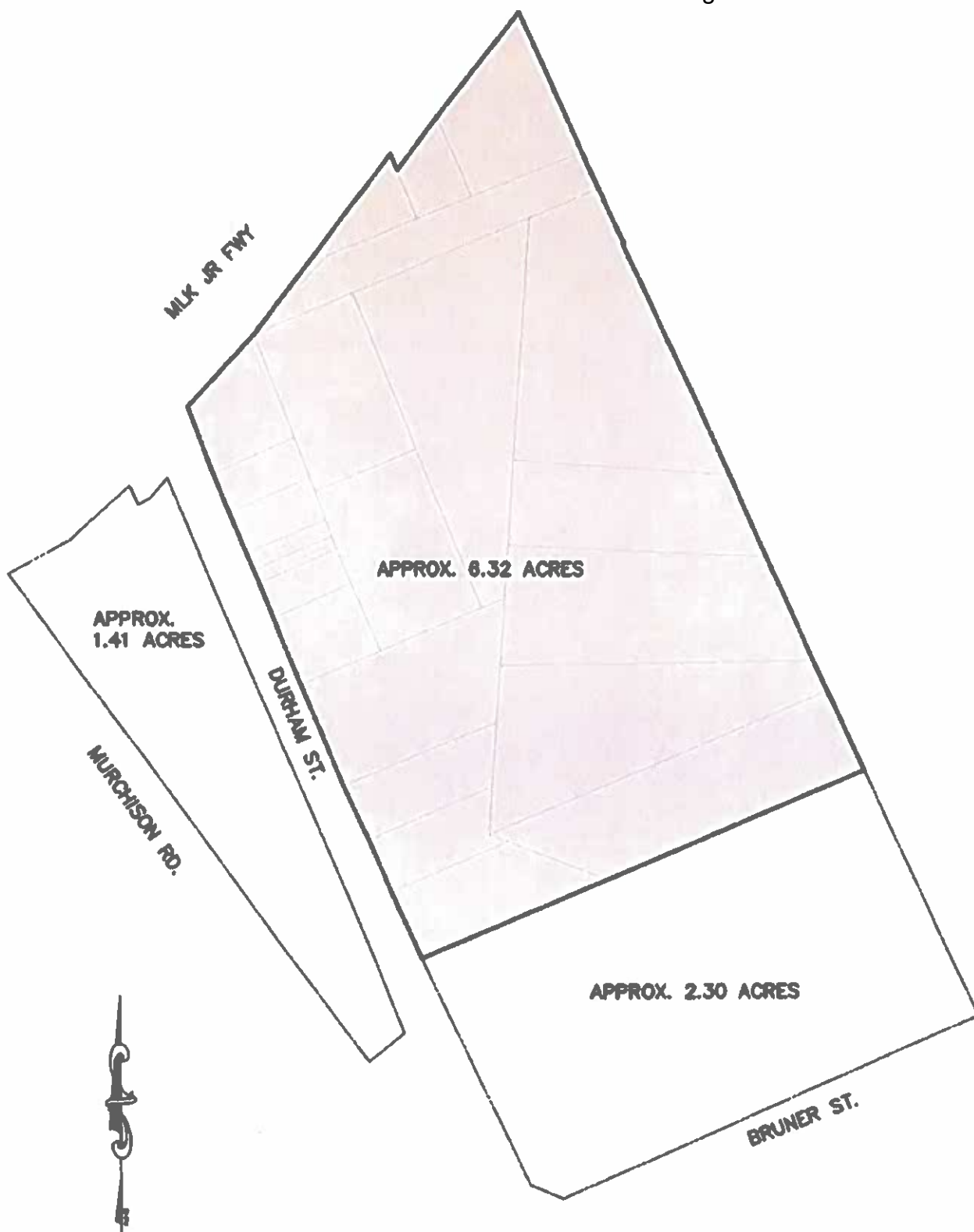
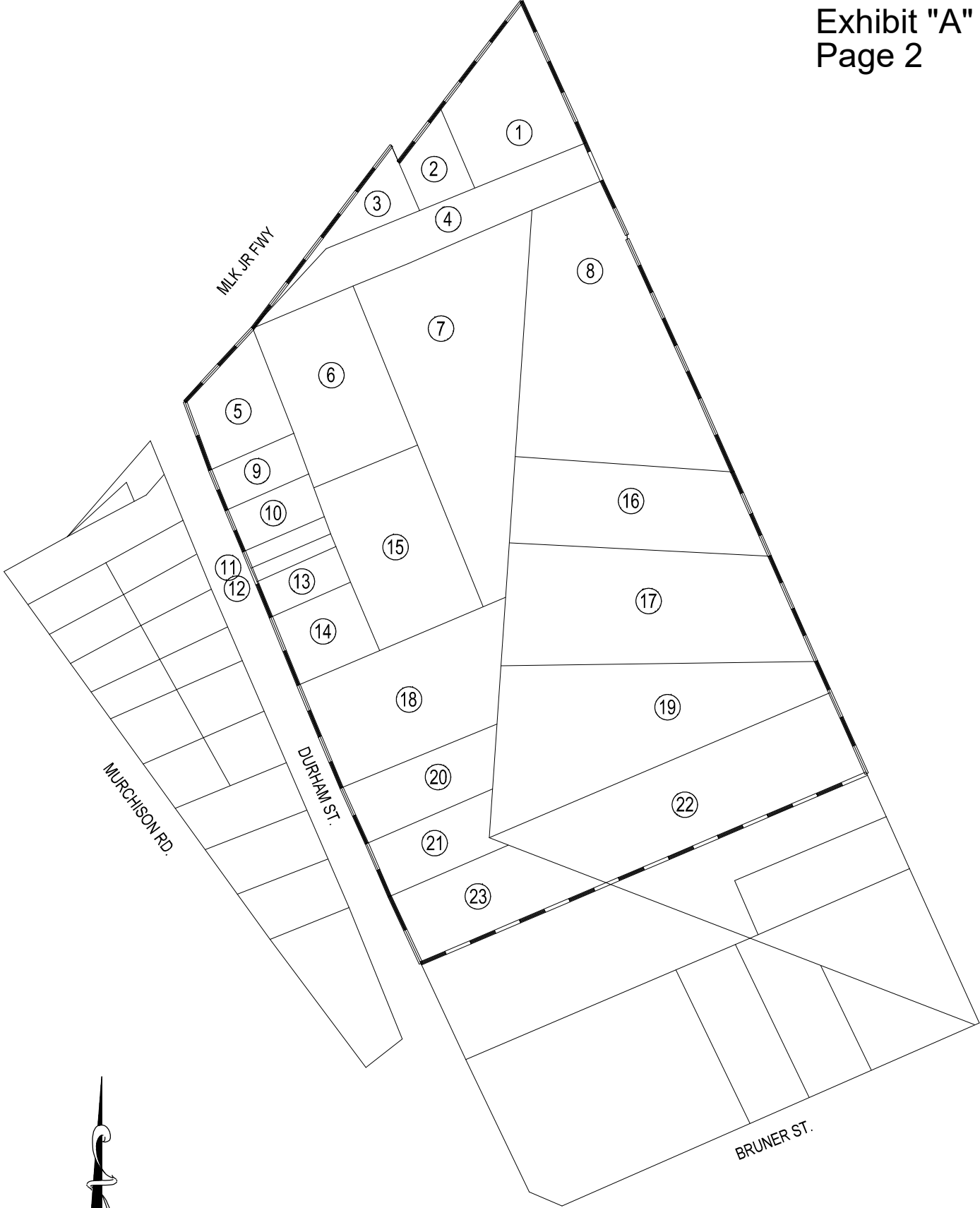


Exhibit "A"
Page 2



PROJECT DATA

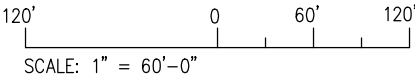
PROJECT:	CENTRAL PARK VILLAS
PROJECT PINS:	① 0437-38-7539
	② 0437-38-6564
	③ 0437-38-5499
	④ EASEMENT
	⑤ 0437-38-4393
	⑥ 0437-38-6207
	⑦ 0437-38-7306
	⑧ 0437-38-8318
	⑨ 0437-38-5217
	⑩ 0437-38-5223
	⑪ 0437-38-5231
	⑫ 0437-38-5149
	⑬ 0437-38-5157
	⑭ 0437-38-5173
	⑮ 0437-38-6214
	⑯ 0437-38-8244
	⑰ 0437-38-8155
	⑱ 0437-38-6047
	⑲ 0437-38-8035
	⑳ 0437-38-6050
	㉑ 0437-37-6964
	㉒ 0437-37-9917 (PARTIAL)
	㉓ 0437-37-7866 (PARTIAL)
DEVELOPER:	JBS COMPANIES
CONTACT:	MR. JAMES B. SMITH
CONTACT NUMBER:	(910) 912 - 3300
PROPERTY OWNER:	CITY OF FAYETTEVILLE
ZONING:	MR-5 (MIXED RESIDENTIAL)
TOTAL SITE:	6.32 ACRES (APPROX.)



PLOT PLAN

CENTRAL PARK VILLAS
FAYETTEVILLE, NC

TAX CREDIT APPLICATION
XXXXX-XXXX



FJF
DRAWN BY
XX
CHECKED BY
SEP. 26, 2025
XX
COMM. NO.

SHEET NO.

Sc₂₈₅¹



City of Fayetteville

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

City Council Action Memo

File Number: 25-5061

Agenda Date: 12/8/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 10.02

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MPA, MMC, City Clerk

DATE: December 8, 2025

RE:

Approve Appointment Committee Recommendations for Boards and Commissions Appointments

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.

Executive Summary:

The Appointment Committee met on Monday, November 24, 2025, to review applications for appointments to 5 Boards and Commissions. It is from that meeting the Appointment Committee presents the recommendations for 7 appointments to the City of Fayetteville Boards and Commissions

Background:

The Appointment Committee consists of the following members: Mayor Colvin, MPT Jensen, Council Member Haire (Chair), Council Member Hondros, and Council Member Thompson.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

1. Approve the Appointment Committee recommendations.
2. Do not approve the recommendations and provide direction to staff

Recommended Action:

Approve Appointment Committee recommendations as presented.

Attachments:

Appointment Committee Recommendations for term of office to begin December 8, 2025

Recommendations for Appointments to 5 City of Fayetteville Boards and Commissions.

The Appointment Committee approved the following appointments:

Board of Appeals

Sherale Thomas	December 8, 2025 – September 30, 2028
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Fayetteville Advisory Committee on Transit (FACT)

Scott Klein	December 8, 2025 – September 30, 2026
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Historic Resources Commission

Laura Saunders	December 8, 2025 – September 30, 2027
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Linear Park, Inc.

Tara Kamiya	December 8, 2025 – September 30, 2028
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Adriana Londono	December 8, 2025 – September 30, 2028
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Planning Commission

Monique Hamilton	December 8, 2025 – September 30, 2027	Alternate
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Erica Hughey	December 8, 2025 – September 30, 2027
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