City of Fayetteville

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

Meeting Agenda - Final

City Council Regular Meeting

Monday, March 23, 2026 | **6:30 PM** | **Council Chamber**

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0A CONSENT AGENDA

7.0A1 26-0174 Approve Meeting Minutes:
March 2, 2026 - Work Session
March 9, 2026 - Discussion of Agenda Items
March 9, 2026 - Regular

Recommendation: Approve the draft minutes.

7.0A2 26-0185 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations

820 Ridge Road – District 3

Recommendation: Staff recommends that Council adopt the ordinance authorizing demolition of this structure. Staff will continue to communicate with the property owner up to the scheduled demolition date, offering opportunities for voluntary compliance, self-demolition, or grant-supported abatement through the Community Development Department.
If the property is brought into compliance prior to demolition, staff will return to Council with a rescission ordinance to remove the demolition order from the property record.

7.0A3 26-0186 Rescind Demolition Ordinance

4714 Ashton Road - District 5

Recommendation: Staff recommends that Council adopt the proposed resolution rescinding the previously recorded demolition ordinance.

7.0A4 26-0155 Consider Resolution Declaring 1.53 Acres on Westcliff Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property

Recommendation: Staff recommends that City Council adopt the Resolution declaring 1.53 Acres on Westcliff Road surplus property and authorizing the upset bid process and sale of the property to allow for the parcel to be added back to the tax rolls.

7.0A5 25-4671 Consider Resolution Accepting Donation of Property on Rogers Drive

Recommendation: Staff will not be providing a formal recommendation regarding acceptance of the property, as doing so would conflict with Council's prior direction.

7.0A6 26-0018 Approve and authorize the City Manager to execute a ten-year contract with GFL for the operation of the City's Transfer Station

Recommendation: It is recommended that the Council approve the award and authorize the City Manager to execute a ten-year contract with GFL for operation of the City's Transfer Station in the amount of $329,000 per year, and further authorize acceptance of a host fee of eighty-five cents ($0.85) per ton of material processed.

7.0A7 26-0191 Authorize the City Manger to execute a contract with the apparent lowest responsive, responsible bidder, Group III Management for the McArthur Road Sports Field Complex project in the total amount of $13,663,000.

7.0A8 26-0159 Adoption of Budget Ordinance Amendment to Appropriate Funds for the 2025 Municipal Election Cost Increase

Recommendation: Staff recommends that Council move to adopt Budget Ordinance Amendment 2026-6 as presented.

7.0A9 26-0172 Approve Commercial Airline Use Agreements and Authorize City Manager to Execute Contracts

Recommendation: Staff recommends that City Council move to Approve Commercial Airline Use Agreements and Authorize City Manager to Execute Contracts

7.0B ITEMS PULLED FROM CONSENT

8.0 PUBLIC HEARINGS (Public & Legislative Hearings)

8.01 26-0147 P26-05 - Appeal: Arland Tsobgou requests to rezone 0.44 acres at 5210 Arbor Rd (PIN 0530630070000) from SF-10 to MR-5.

Recommendation: Approve SF-10 to SF-6. This action supports modest infill on a serviced parcel while maintaining a low-density single-family framework and reducing transition risk at the site.

8.02 26-0192 PWC - Phase 5 Annexation Area 29 Public Hearing on the Preliminary Assessment Resolution

Recommendation: Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of receiving public comment regarding the Preliminary Assessment Resolution.

8.03 26-0193 PWC - Phase 5 Annexation Area 30 Public Hearing on the Preliminary Assessment Resolution

Recommendation: Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of receiving public comment regarding the Preliminary Assessment Resolution.

8.04 26-0194 PWC - Phase 5 Annexation Area 31 Public Hearing on the Preliminary Assessment Resolution

Recommendation: Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of receiving public comment regarding the Preliminary Assessment Resolution.

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 26-0197 Receive the Annual Report from Fayetteville-Cumberland Economic Development Corporation

Recommendation: Accept FCEDC Annual Report

9.02 26-0167 Receive the Public Arts Commission Annual Report 2025

Recommendation: Staff recommends that the City Council accept the report.

9.03 26-0176 Receive the Historic Resources Commission 2025 Annual Report

Recommendation: Staff recommends that the City Council receive the annual report of the Historic Resources Commission.

10.0 STAFF REPORTS

10.01 26-0173 Receive the Office of Community Safety Quarterly Update

Recommendation: Receive the update as presented.

11.0 OTHER ITEMS OF BUSINESS

11.01 26-0190 Fountainworks - FY27 Fayetteville City Council Strategic Planning Retreat Debrief

Recommendation: City Council accepts the report of the FY27 Fayetteville Strategic Planning Retreat Debrief

12.0 ADMINISTRATIVE REPORTS

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

12.01 26-0166 Senior Technology Literacy Initiative

Recommendation: For information only, no action required unless Council moves to add to an upcoming Work Session.

12.02 26-0188 PSA Campaign Options for Firearm Safety and Responsible Gun Storage Annexation

Recommendation: For information only, no action required unless Council pulls for Work Session.

12.03 26-0189 Expanding Water and Sewer Assessment Assistance Program-Phase V Annexation

Recommendation: For information only, no action required unless Council directs staff to include an upcoming City Council Work Session.

13.0 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
March 23, 2026 - 6:30 p.m.
Cable Channel 7 and streamed "LIVE" at FayTV.net

Notice Under the Americans with Disabilities Act (ADA):

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



City of Fayetteville

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

City Council Action Memo

File Number: 26-0174

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A1

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

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

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

DATE: **March 23, 2026**

RE:
Approve Meeting Minutes:
March 2, 2026 - Work Session
March 9, 2026 - Discussion of Agenda Items
March 9, 2026 - Regular

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:

Three sets of draft minutes

FAYETTEVILLE CITY COUNCIL
WORK SESSION MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
MARCH 2, 2026
3:00 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) (arrived at 3:04 p.m.); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Kevin Dove, Fire Chief
Roberto Bryan, Police Chief
Willie Henry, Chief Information Officer
Tiffany Murray, Chief Financial Officer
Tyffany Neal, Transit Director
Dawn Dula, Transit Assistant Director
Christopher Cauley, Economic & Community Development Director
Yamile Nazar, Human Relations Director
Gerald Newton, Development Services Director
Jerry Clipp, Human Resources and Development Director
John Jones, Office of Community Safety Director
Dan LaMontagne, Senior Project Manager with Freese and Nichols
David Scott, Communications Manager
Laura Smith, Emergency Management Coordinator
Kimberly Toon, Purchasing Manager
Andrew Mansell, City Manager's Office Intern
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 3:00 p.m.

2.0 INVOCATION

The invocation was offered by Council Member Ferguson.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the City Council.

4.0 CITY MANAGER REPORT

No report provided.

5.0 APPROVAL OF AGENDA

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

6.0 OTHER ITEMS OF BUSINESS

6.01 Construction Management Division Update From Freese and Nichols, Inc.

Mr. Dan LaMontagne, Senior Project Manager with Freese and Nichols, serving with the City's Construction Management Division, presented this item with the aid of a PowerPoint presentation and stated Freese and Nichols reviewed the City's construction management practices with a focus to strengthen the internal construction division, deliver capital investment projects efficiently, on schedule, and transparently, integrate consistent tools and workflows for

planning, budget, and reporting, in order to transition program ownership to the City staff. This was done by creating key services for program management, design oversight, procurement support, construction oversite, and public engagement.

Mr. LaMontagne presented the Facilities Capital Program deliverables summary with the focus on project deliverables and constructability, assisting with bid packages, funding availability, and construction closeout documents. Freese and Nichols also reviews project progress of the schedule, budget, consultant performance, construction progress, and site observations with reports. Working with consultants so that all project schedules are standard and consistent moving forward. Freese and Nichols is currently the lead management of all capital improvement projects (CIP), while also developing clear actionable standard operating procedures, closeout documents, and collaboration with staff for an easy transition. Examples of project tracking and the project dashboard were presented.

Mr. LaMontagne stated there were not many project specific tools available before Freese and Nichols was contracted; the dashboard was all City projects, not just CIPs. Dr. Douglas Hewett, City Manager, stated most of the projects previously had the project architect assist in contract management and Freese and Nichols has assisted with manpower to fill positions.

Discussion ensued.

6.02 Accept Transit's (FAST's) 2026 Feasibility Study

Ms. Tyffany Neal, Transit Director, presented this item with the aid of a PowerPoint presentation, and thanked the internal and external partners for participating in the study. Staff's goal is to transition from being a system of need to a system of choice. A year ago, Council approved a regional feasibility study. To do this, staff created a three-step plan; rebuild services, improve services, and expand services. In 2023, Transit began rebuilding services to pre-covid numbers, improve service through the creation of a west Fayetteville express route, adding additional routes and buses, and now expanding service through the feasibility study to analyze regional commuting and traffic patterns, prepare recommendations that support regionalism, and evaluate the need for a secondary facility to support the regional services.

Operational statistics over the last seven years were presented with FAST increasing total passenger trips by 6 percent (%), even with reduced service levels and ridership exceeds pre-pandemic levels. The existing operations and maintenance facility on Grove Street is 57 years old and cannot support expansion, leading to the need for a future facility in west Fayetteville. Discussion ensued regarding an additional Operations & Maintenance Facility.

The commuting patterns assessment identified travel flows, highlighted geographic areas where transit would yield the greatest return, and if there was a true need to regionalize. On an average weekday 1.3 million non-employment trips are taken, with 91% originating from Cumberland County, 90% originating and ending within the county, and 10% originating from the county and ending outside the county. On an average weekday 388,000 employment trips are taken, with 50% originating from Cumberland County, 88% originating and ending within the county, and 12% originating from the county and ending outside the county. Regional express services require coordination, funding, and local support, as well as personnel, facilities, and vehicles. Recommendations were presented for regional express service, including six alternative routes that would serve Hope Mills, Spring Lake, and the airport, and would require a three-year pilot program. Discussion ensued.

Projected annual operating expenses are dependent on decisions regarding service levels and operating schedules. It is estimated that an 8-hour service, operating day at 3 days a week, would cost $141,000.00 or for 5 days a week $244,000.00. Ms. Neal stated one bus would be needed to support each route but there is the potential to explore different options for funding such as a competitive grant from the Federal Transit Authority.

The facility suitability analysis focused on determining the most suitable area for a secondary facility, identified facilitated characteristics and needs, and identified potential parcels that could support the size requirements and future growth. The difference between a needs-based facility that would only require 2.9 acres and a choice-based facility that would require 5.5 acres were presented.

Discussion ensued regarding revenue and funding, locations for a secondary location, a pilot program, and operating schedules.

Consensus of Council was to receive the report and direct staff to implement the recommended changes to include the approval of the Feasibility study, authorization of

staff for collaboration with community partners, and seek competitive grants for a secondary operations and maintenance facility in west Fayetteville.

6.03 Accept and Appropriate Federal Transit Administration (FTA) Grant NC-2026-008

Ms. Tyffany Neal, Transit Director, stated this is a request to accept and appropriate the Federal Transit Authority (FTA) grant. In April 2024, Council adopted a resolution for a competitive FTA grant for the purchase of additional battery-electric buses. The application was successful, and the City was awarded $8.3 million for buses, training, and maintenance. There have been challenges with the battery-electric buses, therefore, the request is to convert the four battery-electric buses to one battery-electric and four hybrid buses.

MOTION: Council Member Hondros moved to suspend the rules to allow for a vote
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

MOTION: Council Member Hondros moved to accept and appropriate FTA Grant NC-2026-008
SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

MOTION: Council Member Hondros rescind the suspension of the rules
SECOND: Thompson
VOTE: UNANIMOUS (10-0)

6.04 Emergency Operations Plan EOP

Ms. Laura Smith, Emergency Management Coordinator, presented this item with the aid of a PowerPoint Presentation and stated the plan is the framework on how the City prepares, responds, and recovers from disasters.

A disaster is anything that causes significant disruption, harm, or destruction to a community. This can include, weather, public health, technologic failures, hazardous materials, infrastructure failures, and acts of terrorism. Municipal responsibilities include coordination with county and state agencies, and the ability to declare local state of emergency (SOE). Declaring an SOE allows a municipality to impose restrictions such as curfews, movement, control of alcohol and dangerous weapons, and evacuations. Since 2016, The City has declared eleven State of Emergencies.

The City of Fayetteville Emergency Operations Plan (EOP) defines the purpose, scope, situational overview, hazard and vulnerability analysis of Fayetteville, planning assumptions, preparedness, response, recovery, and mitigation plans. The EOP streamlines management support functions, creating uniformity across federal, state, and local agencies nationwide to allow for all emergency services to speak a common language and guidance when addressing a disaster. The EOP is the key framework for coordinated disaster response and recovery and is a living document that is updated regularly.

Discussion ensued.

Consensus of Council was to accept the Emergency Operations Plan

6.05 Consider Changes to City Council Policy 155.4 - Naming of City Property in Honor of Individuals

Mayor Pro Tem Thompson stated the City Council Policies Review Committee is seeking recommendations on City Council Policy 155.4 – Naming of City Property in Honor of Individuals. The recommendations included allowing properties to be named after living individuals and former Council Members, and whether a waiting period of five years should be established for former Council Members before a property may be named in their honor. Council Member Haire stated he would like to change the policy so that people do not have to be deceased to receive an honor and to not require a waiting period for a former Council Member to be honored.

Discussion ensued.

Consensus of Council was to amend the current policy to follow the recommendation of the Committee to allow properties to be named after living individuals and former Council Members and not to approve the 5-year waiting period

requirement but include recommendations by staff on morality. Council Members Ferguson, Jones, Greene, and Hondros were in opposition of the consensus motion.

6.06 City Council Agenda Item Request - Corridors of Opportunity - Mayor Colvin

Mayor Colvin stated there is program in Charlotte called Corridors of Opportunity that gives incentives to businesses within different corridors that are not only impoverished or distressed corridors. Mayor Colvin recommended creating corridors on Bragg Boulevard, Raeford Road, and Gillespie Street, as well as any other recommended area in order to help economic development throughout the community. Mayor Colvin recommended staff research possible updates to the façade grant program and increase it from $25,000.00 to a larger investment with a grant match.

Discussion ensued.

Consensus was to have the Economic and Community Development Department, Fayetteville-Cumberland Economic Development Corporation and the Community Development & Revitalization Committee to research Corridors of Opportunity and bring back to Council

6.07 City Council Agenda Item Request - North Street Baseball Field - Council Member Davis

Council Member Davis stated this is a request to send this to the Parks and Recreation Advisory Committee to review the request to name the baseball field at North Street Park in honor of Coach Donald Bennett who is living.

Consensus of sending the request to the Parks & Recreation Advisory Committee.

6.08 City Council Agenda Item Request - Data Center Policy: Direction to City Manager to Research and Present Options - Council Member McMillan

Council Member McMillian requested the City Manager and appropriate staff to research data center development policy options and return to City Council with a comprehensive set of policies and recommendations. The goal is to ensure Fayetteville acts proactively and strategically, rather than reactively, when data center proposals arrive. Council Member McMillan provided policy recommendations to include Special Use Permits, data center specific development standards, evaluate feasibility and framework for a 1-year temporary moratorium, explore cumulative impact assessments, and receive community input.

There was no consensus to move this item forward.

Mayor Colvin recessed the meeting at 5:31 p.m. The meeting reconvened at 6:15 p.m.

7.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Member Haire provided a prayer for Ms. Sandy Cookman, co-owner of WIDU radio station, owners who is ill.

Mayor Colvin wished Council Member Ferguson a happy birthday.

Mayor Colvin congratulated the Fayetteville State University Men’s basketball team won the CIAA Men’s Basketball Championship.

Mayor Colvin reminded everyone that Tuesday, March 3, 2026, is election day for county and state primaries and recommended checking the Board of Elections website for specifics.

Mayor Colvin presented a proclamation to the Coastal Pines Girl Scout Chapter in recognition of the 114th Girl Scout Anniversary.

Mayor Colvin presented Certificates of Excellence to Ms. DeAnna Braggs, Mr. Anthony Foy, and Mr. Benjamin Shepard, City employees who were awarded the Excellence in Action award for going above and beyond their job duties.

Mayor Colvin presented a proclamation to Mr. James Scriven, Transit Operator II, in recognition of Transit Driver Appreciation Day that takes place on March 18, 2026.

Mayor Colvin presented a proclamation to Ms. Laura Smith, Emergency Management Coordinator, in recognition of Severe Weather Preparedness week that takes place March 1-7, 2026.

8.0 PUBLIC FORUM

Ms. Arleen Fields, Fayetteville, NC, expressed concerns regarding data centers.

Mr. Joseph Schwab, non-resident, expressed concerns regarding transparency at Council meetings.

MOTION: Council Member Davis moved to go into closed session for personnel matters
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

The meeting recessed 6:58 p.m. The meeting reconvened at 8:31 p.m.

9.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 8:31 p.m.

Respectfully submitted,

JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
030226	

DRAFT

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

Present: Mayor Mitch Colvin (arrived at 5:34 p.m.);

Council Members Stephon Ferguson (District 1); Malik Davis (District 2); Antonio Jones (District 3); D.J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6) (arrived at 5:47 p.m.); Brenda McNair (District 7); Shaun McMillan (District 8); Deno Hondros (District 9)

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jodi Phelps, Assistant City Manager (arrived at 5:53 p.m.)
Jeffery Yates, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Andrew LaGala, Airport Director
Deonte Watson, Assistant Airport Director
Byron Reeves, Assistant Public Service Director
John Jones, OCS Director
Albert Baker, Economic and Community Development Assistant Director
Kecia Parker, Real Estate Manager
David Scott, Public Relations Manager
Jennifer Ayre, City Clerk
Members of the Public

Council Member Haire called the meeting to order at 5:30 p.m.

Council Member Haire asked the Council to review the regular agenda for the March 9, 2026, meeting.

Mayor Colvin stated the announcement for tonight is due to it being confirmed with the recipient before the change of Announcements and Recognitions took place.

Council Member Davis clarified if Council Members can still make general announcements at Council Meetings. Mayor Colvin stated that Council Members can still make announcements, but there will need to be a review to tweak the seating arrangements and recognitions process. Council Member Haire stated the intent of the changes was exactly how it was done at the Work Session on March 2, 2026. Council Member Ferguson recommended televised announcements and recognitions continue.

Council Member Jones asked for clarification on Item 7.0A5 - Agreement with Cumberland County for Joint Funding of Year-Round Temporary Emergency Shelter. Mr. Albert Baker, Economic and Community Development Assistant Director, stated the City has been asked to enter into an agreement with Cumberland County for an emergency shelter. This would give authority to the City Manager to enter into an agreement at a cost of $25,000.00 a month for a total of $300,000.00. For the remainder of Fiscal Year 2026 it will be $100,000.00. This would provide the Salvation Army $700,000.00 from the County, and $300,000.00 from the City, for a total of $1,000,000.00 annually.

Dr. Hewett stated Item 7.0A6 - To Accept and Appropriate the Emergency Management Disaster Relief and Mitigation Fund Grant and to Authorize the City Manager to Execute a Memorandum of Agreement with North Carolina Emergency Management for the Locks Creek Roadway and Culvert Flood Mitigation Project is for Locks Creek. Mr. Byron Reeves, Assistant Public Services Director, stated in November the City applied for the North Carolina Emergency Management for a disaster mitigation fund grant and was awarded almost $1 million in February. The funding will go toward infrastructure improvements along Locks Creek Road to help with ingress and egress during certain storm events. The project is shovel ready and bids should come back in April.

CLOSED SESSION

MOTION: Council Member Haire moved to enter into closed session for 143.18.11(a)(5) for land acquisition
SECOND: Council Member Davis
VOTE: UNANIMOUS (9-0)

The regular meeting recessed at 5:45 p.m.

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

The meeting reconvened at 6:25 p.m.

Discussion ensued regarding adding the Fayetteville NEXT Advisory Commission presentation as an item under 8.0 Reports from Boards and Commissions. Ms. Lachelle Pulliam, City Attorney, stated it will require a super majority to be added to the agenda.

There being no further business, the meeting adjourned at 6:25 p.m.

Respectfully submitted,

_____	_____
JENNIFER L. AYRE	MITCH COLVIN
City Clerk	Mayor
030926	

DRAFT

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

Present: Mayor Mitch Colvin;

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

Others Present:
Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Willie Henry, Chief Information Officer
Tiffany Murray, Chief Financial Officer
John Jones, Office of Community Safety Director
Yamile Nazar, Human Relations Director
Andrew LaGala, Airport Director
Deonte Watson, Deputy Airport Director
Byron Reeves, Assistant Public Services Director
Albert Baker, Economic and Community Development Assistant Director
Kecia Parker, Real Estate Manager
David Scott, Communications 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 6:45 p.m.

2.0 INVOCATION

The invocation was offered by Imam Abdul Haneef, Masjid Omar Ibn Sayyid.

3.0 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Weblos Pack 747 from Saint James Lutheran Church.

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Council Members Haire and Hondros will present the City Coin to Mr. Andreas and Mr. George Anagnostopoulos, Founders of Captain Jerry's Seafood in recognition of the anniversary of their restaurant.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, stated the City and Fayetteville Metropolitan Housing Authority have successfully submitted the Choice Neighborhood Application requesting $26 million of grant funds from the Housing and Urban Development Department (HUD) and includes more than $531 million in committed public and private leveraging support for a transformation along the Murchison Road corridor. This level of partnership and investment will be historic and monumental for the community if we receive the award.

Dr. Hewett stated the City continues to grow a strong and stable budget and financial team. Assistant Finance Directors, Ms. Kimberly Toon and Ms. Amanda Mott have passed the required examination to be awarded the North Carolina Government Finance Officers Award for Certified Local Government Finance Officers. Ms. Kymberly Locklear, Assistant Purchasing Manager was awarded the designation of North Carolina Contract Manager and Economic Inclusion Officer from the University of North Carolina School of Government. Ms. Brandy

Darden, Purchasing Analyst has been awarded the North Carolina Local Government Purchasing Officers Designation.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Davis moved to approve the agenda with the addition of Item 8.02 – Receive the Fayetteville NEXT Annual Report.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

7.0A CONSENT AGENDA

MOTION: Council Member Greene moved to approve the consent agenda.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

7.0A1 Approval of Meeting Minutes:
February 18, 2026 - Agenda Briefing
February 23, 2026 - Special
February 23, 2026 - Discussion of Agenda Items
February 23, 2026 – Regular

City Council approved the four draft meeting minutes.

7.0A2 Adopt Resolution Calling a Public Hearing Regarding the Permanent Closing of a Portion of McDonald Street

City Council adopted a resolution calling for a public hearing on April 27, 2026, regarding the permanent closing of a portion of McDonald Street. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of McDonald Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled “Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition”. The property abutting McDonald Street has been recombined to allow for future development in a plat entitled “Recombination for Sewak, LLC” dated January 13, 2026. Permanently closing the street will not deny access to any property owners.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF MCDONALD STREET. RESOLUTION NO. R2026-011.

7.0A3 Adopt Resolution Calling a Public Hearing Regarding the Permanent Closing of a Portion of Maxwell Street

City Council adopted a resolution calling for a public hearing on April 27, 2026, regarding the permanent closing of a portion of Maxwell Street. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of McDonald Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled “Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition”. The property abutting McDonald Street has been recombined to allow for future development in a plat entitled “Recombination for Sewak, LLC” dated January 13, 2026. Permanently closing the street will not deny access to any property owners.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF MAXWELL STREET. RESOLUTION NO. R2026-012.

7.0A4 Adopt Resolution Calling a Public Hearing Regarding the Permanent Closing of a Portion of an Unnamed Street Off Cedar Street

City Council adopted a resolution calling for a public hearing on April 27, 2026, regarding the permanent closing of a portion of an unnamed street off Cedar Street. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of McDonald Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled “Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition”. The property abutting McDonald Street has been recombined to allow for future development in a plat entitled “Recombination for Sewak, LLC”

dated January 13, 2026. Permanently closing the street will not deny access to any property owners.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF AN UNNAMED STREET OF CEDAR STREET. RESOLUTION NO. R2026-013.

7.0A5 Agreement with Cumberland County for Joint Funding of Year-Round Temporary Emergency Shelter

City Council authorized the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter, appropriate $100,000.00 of general fund balance, and complete all corresponding budget and financial actions.

7.0A6 To Accept and Appropriate the Emergency Management Disaster Relief and Mitigation Fund Grant and to Authorize the City Manager to Execute a Memorandum of Agreement with North Carolina Emergency Management for the Locks Creek Roadway and Culvert Flood Mitigation Project

City Council accepted the Emergency Management Disaster Relief and Mitigation Fund (DRMF) grant in the amount of $999,135 for the Locks Creek Roadway and Culvert Flood Mitigation Project. City Council also authorized for the City Manager to execute a Memorandum of Agreement (MOA) with the North Carolina Emergency Management and to adopt Capital Project Ordinance (CPO) 2026-36 to appropriate the grant funding. The project improvements will provide upgrades to the existing culvert on Locks Creek Road and raise the roadway elevations to maintain and enhance community access during storm events up to the 50-year level of service.

7.0A7 Approval/Renewal of Agreement with Transportation Network Companies

City Council approved the proposed agreement to be used with transportation network companies such as Uber and Lyft that may desire to provide pick-ups and drop-offs at the Fayetteville Regional Airport and authorize the City Manager to execute the agreements on the behalf of the City. The term of the agreements shall be for three years.

7.0A8 PWC - Approve Sole Source Request - Purchase Twenty (20) LTE-Enabled Wastewater Flow Monitor Units, Twenty (20) Antennas for Communications, Ten (10) Area-Velocity Flow Sensors

City Council approved the sole source request to purchase twenty (20) LTE-enabled wastewater flow monitor units, twenty (20) antennas for communications, ten (10) area-velocity flow sensors from ADS Environmental Services LLC in the amount of $153,405.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0B ITEMS PULLED FROM CONSENT

There were no items pulled from the Consent Agenda.

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Receive the Fair Housing Board Presentation

Ms. Yamile Nazar, Human Relations Director, introduced Dr. Melanie Shorter, Fair Housing Board Member, to present the Fair Housing Board annual report. Ms. Nazar announced on Friday, April 17, 2026, from 8:00 a.m. – 5:00 p.m. at Fayetteville Technical Community College the Fair Housing Board will be hosting a Fair Housing and Civil Rights Conference. The cost to attend is $75.00 and includes breakfast and lunch.

Dr. Shorter stated the Fair Housing Act was enacted as part of the Civil Rights Act of 1968. Housing discrimination includes race, color, religion, sex, national origin, familial status, and disability. Dwellings that are covered under the fair housing act include houses, apartments, and mobile homes for sale or rent, beach rentals and time shares, vacant lots intended for dwellings, nursing homes, long-term shelters, and student housing. Dr. Shorter provided a list of prohibited practices covered under Fair Housing and provided examples of discrimination. The Fair Housing Board is quasi-judicial consisting of 5 members and civil penalties start at $11,000.00.

MOTION: **Council Member Haire moved to accept the Fair Housing Board presentation.**
SECOND: **Council Member Jones**
VOTE: **UNANIMOUS (10-0)**

8.02 Receive the Fayetteville NEXT Annual Report

Mr. Nathan Cuffee, Fayetteville NEXT Chairman, stated the Commission has been working on a phased approach to grow the NEXT Commission. Phase one consisted of building the foundation of the Commission through the rebranding from Millennial Commission to Fayetteville NEXT, creating structure, clarity, and credibility to establish a Commission with a clear identity, mission and purpose. Phase two focused on relationship building, community connection and impact.

During Phase Two, the Commission hosted several engagement events, including Sweater Socials and Adult Field Days in partnership with Cape Fear Valley Health. The Commission also produced its second annual Business Summit at Fayetteville Technical Community College, which welcomed entrepreneur Denise Woodard back to Fayetteville for the first time in 18 years and included a partnership with the Fayetteville Woodpeckers to highlight local entertainment opportunities. Additional partnerships included youth programming with students from Anne Chesnutt Middle School and collaborations with organizations such as Dick's House of Sport, the Dogwood Festival, and Fayetteville Liberty. Mr. Cuffee stated as the organization's visibility increased, residents had begun reaching out regarding infrastructure, parking, and other civic concerns, which signaled that the community viewed Fayetteville NEXT as a trusted bridge.

Mr. Cuffee stated the Commission has now moved its focus to Phase Three, which focuses on strengthening alignment with the City of Fayetteville and expanding engagement opportunities. To support this effort, the Commission established a Government Relations Committee to create clearer connections between commissioners and city departments and introduced the 910 Future Fest that is tentatively scheduled for September 24-26, 2026, at Segra Stadium. The 910 Future Fest has been in development for over 14 months in partnership with organizations such as The Two-Six Project. The fest will be an annual civic event intended to support youth opportunity, workforce development, public engagement, and downtown vitality.

A video from the Two-Six Project regarding the 910 Future Fest was presented.

MOTION: **Council Member Davis moved to accept the Fayetteville NEXT Annual Report and send the 910 Future Fest discussion to the April Work Session.**
SECOND: **Council Member Thompson**
VOTE: **UNANIMOUS (10-0)**

9.0 OTHER ITEMS OF BUSINESS

9.01 Approve Appointment Committee Recommendations for Boards and Commissions Appointments

Council Member Haire presented this item and stated the Appointment Committee met on February 24, 2026, to review applications for appointments to 12 Boards and Commissions. It is from that meeting the Appointment Committee presents the recommendations for 29 appointments to the City of Fayetteville Boards and Commissions.

The Appointment Committee consists of the following members: Mayor Colvin, Mayor Pro Tem Thompson, Council Member Davis, Council Member Haire (Chair), and Council Member Hondros.

The Appointment Committee recommended the following individuals:

Airport Commission

Judy Dawkins	April 1, 2026 – March 31, 2028
Paul Hinson	April 1, 2026 – March 31, 2028
Steve Harper	April 1, 2026 – March 31, 2028

Audit Committee

Cindy Graham	April 1, 2026 – March 31, 2028
Tuyet Sykes	April 1, 2026 – March 31, 2028

Community Police Advisory Board

Antoinette Morris	April 1, 2026 – March 31, 2027	Partial
Charles Jones	April 1, 2026 – March 31, 2029	
Crystal Land	April 1, 2026 – March 31, 2029	Alternate
Reginald Harvey	April 1, 2026 – March 31, 2029	

Fayetteville Advisory Committee on Transit (FACT)

Gary Harris	April 1, 2026 – March 31, 2028	
Michael Council	April 1, 2026 – March 31, 2028	
Tremaine Canteen	April 1, 2026 – March 31, 2028	
Wannikia Frison	April 1, 2026 – March 31, 2028	Transit Driver

Fair Housing Board

Jordan Ethington	April 1, 2026 – March 31, 2028	
Lavonda Mcrae	April 1, 2026 – March 31, 2028	

Fayetteville NEXT Commission

Danny Wooten, Jr.	April 1, 2026 – September 30, 2026	Partial
Jonelle McLeod	April 1, 2026 – March 31, 2028	
Monica Rosario	April 1, 2026 – September 30, 2026	Alternate/Partial

Human Relations Commission

Amanda Hefner	April 1, 2026 – March 31, 2027	Partial
Michelle Dean	April 1, 2026 – March 31, 2028	
Scarlett Abounada	April 1, 2026 – March 31, 2028	

Linear Park, Inc.

Latham Hodges	April 1, 2026 – March 31, 2029

Public Arts Commission

Kia Jones	April 1, 2026 – March 31, 2028 - Arts Commission Appointment
Lauren Falls	April 1, 2026 – March 31, 2028 - Arts Commission Appointment

Redevelopment Commission

Brittany McLaurin	April 1, 2026 – March 31, 2031

Senior Citizens Advisory Commission

Darlene Fair	April 1, 2026 – March 31, 2028
June Vinson	April 1, 2026 – March 31, 2028
Renee Aboamshe	April 1, 2026 – March 31, 2028

Woodpecker Capital Reserve Account

Renee Aboamshe	April 1, 2026 – March 31, 2028

MOTION: **Council Member Haire moved to approve the recommendations for Boards and Commissions Appointments.**
SECOND: **Council Member Jones**
VOTE: **UNANIMOUS (10-0)**

10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:22 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
030926

MITCH COLVIN
Mayor

City of Fayetteville

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

City Council Action Memo

File Number: 26-0185

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A2

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

THRU: **Jodi Phelps, Assistant City Manager**
Dr. Gerald Newton, AICP, Development Services Director
David Steinmetz, Development Services Assistant Director

FROM: **Dereke D. Planter Jr., Code Enforcement Supervisor**

DATE: **March 23, 2026**

RE:
Approve Ordinance for Uninhabitable Structures: Demolition Recommendations

820 Ridge Road - District 3

COUNCIL DISTRICT(S):
3

Relationship To Strategic Plan:
Goal 1: Safe & Secure Community
Goal 4: Desirable Place to Live, Work & Recreate

Executive Summary:
Staff requests Council approval to adopt demolition ordinance for one residential structure that has been determined to be dangerous.

Background:
820 RIDGE RD **PIN: 0429-67-2261**
This residential structure was condemned as unsafe and unfit for human occupancy on February 21, 2025, following a reported fire that caused significant damage to the property. Upon inspection, the City Inspector determined that the dwelling posed a danger to the public and documented the need for extensive repairs, including damage to the walls, doors and door frames, window glazing, panes, frames and sashes, roofing materials, flashing, trim and fascia, as well as the roof rafters and sheathing.
An initial hearing regarding the condition of the property was scheduled for December 11, 2025; however, certified mail service to the listed property owners was unsuccessful. In accordance with statutory notice requirements, a public notice of the hearing was published in *The Fayetteville Observer* on December 14, 2025. The hearing was held on December 30, 2025, at which time the property owner was not present. An order was issued on December 31, 2025, directing the owner to either repair the structure to bring into full compliance with applicable codes or demolish the building within 60 days. The notice provided to the owner also outlined financial assistance opportunities available through the City's Economic & Community Development Department, including programs

designed to help offset the cost of substantial repairs or demolition.
As of this date, there is no record of the property owner enrolling in the City's Blight Removal Program or any other assistance initiative. The structure remains condemned and has not been rehabilitated to meet minimum code requirements.
Within the past 24 months, there have been 33 reported emergency service calls associated with the property. The site has accumulated six documented code violations.
There are currently no outstanding City assessments; however, the property has $1,529.32 in delinquent property taxes.
Under the City's demolition evaluation matrix, the property has received a score of 83 points.

Issues/Analysis:
This substandard property contributes significantly to neighborhood blight and poses a risk to public safety. The condition of the structure is inconsistent with the City's Strategic Operating Plan-specifically Goal 1, which prioritizes community safety and neighborhood quality.

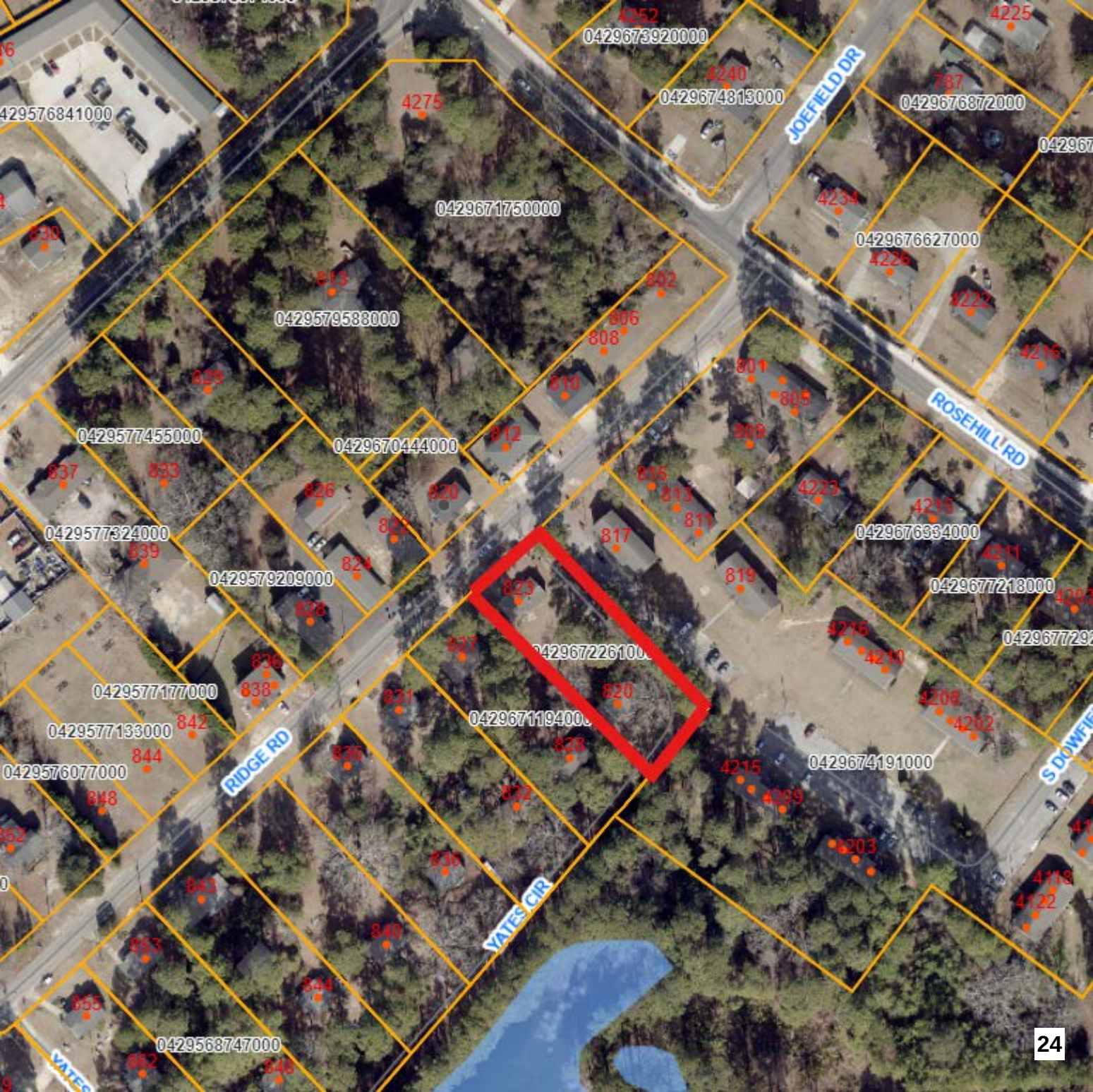
Adoption of the demolition ordinance would authorize the City to proceed with demolition of the structure

Budget Impact:
The cost of demolition will be determined through a competitive bidding process following adoption of the demolition ordinance. Additional costs associated with asbestos testing and abatement may also be required.

Options:
Adopt the ordinance and demolish the structure.
Abstain from any action and allow the structure to remain.
Defer any actions for a later date.

Recommended Action:
Staff recommends that Council adopt the ordinance authorizing demolition of this structure. Staff will continue to communicate with the property owner up to the scheduled demolition date, offering opportunities for voluntary compliance, self-demolition, or grant-supported abatement through the Community Development Department.
If the property is brought into compliance prior to demolition, staff will return to Council with a rescission ordinance to remove the demolition order from the property record.

Attachments:
Aerial Map
Violation Photos
Proposed Ordinance
Scoring Matrix
PowerPoint Presentation


0429673920000
4262
4225
4240
0429674813000
JOEFIELD DR
787
0429676872000
4275
0429576841000
0429671750000
4234
0429676627000
4226
4222
813
802
0429579588000
806
808
4216
801
810
805
ROSEHILL RD
0429577455000
0429670444000
812
809
815
4223
4215
0429577324000
817
0429676934000
4211
819
0429579209000
823
0429677218000
4216
4210
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0429672261000
0429577177000
821
820
4208
4202
0429577133000
842
0429671194000
844
0429576077000
RIDGE RD
4215
0429674191000
4209
848
4203
4118
4122
843
840
YATES CIR
853
844
855
0429568747000
852
848
24

820 Ridge Road





(Structure casualty by fire.)

820 Ridge Road





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

820 Ridge Road





(Interior finish shall be free of holes and excessive cracks which permit air to penetrate rooms; Studs shall provide sufficient support for the interior wall. It shall be the owner's responsibility to keep a vacant building secure at all times.)

820 Ridge Road





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

AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA

Requiring the City Building Inspector
to correct conditions with respect to,
or to demolish and remove a structure
pursuant to the
Dwellings and Buildings Minimum Standards
Code of the City of Fayetteville, NC

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

The City Council finds the following facts:

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

820 Ridge Road
PIN 0429-67-2261-

LEGAL: BEING all of Lot 14, in a Subdivision known as LOTT PROPERTY, according to a plat of the same duly recorded in Book of Plats 13, Page 70, Cumberland County Registry, North Carolina.

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

Steven Lombardi
840 Yates Circle
Fayetteville, NC 28311

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before March 1, 2026.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

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

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this 23rd day of March 2026.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

Ridge Road, 820

City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable **Or**	150	150	30%	150	45
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage **Or**	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%	0	0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls **Or**	20	20	15%	20	3
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							83

Definitions

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

1	Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the propertyhave not made sustantial improvements to the property.
	Visual Structural Damage - Obvious structrual damage refers to the missing element from a sturcture such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.

2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 days time fram starts the day that the hearing order is signed.

3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordianances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.

4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the departments current annual demolition budget. Projects that require over 10 % of the budget, receive less points due to the fact that those projects diminish the departments ability to mitigate additional projects.

5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.

6	Location -

Uninhabitable Structure Demolition Recommendation

March 23, 2026



FAYETTEVILLE N

Uninhabitable Structures Demolition Recommendation

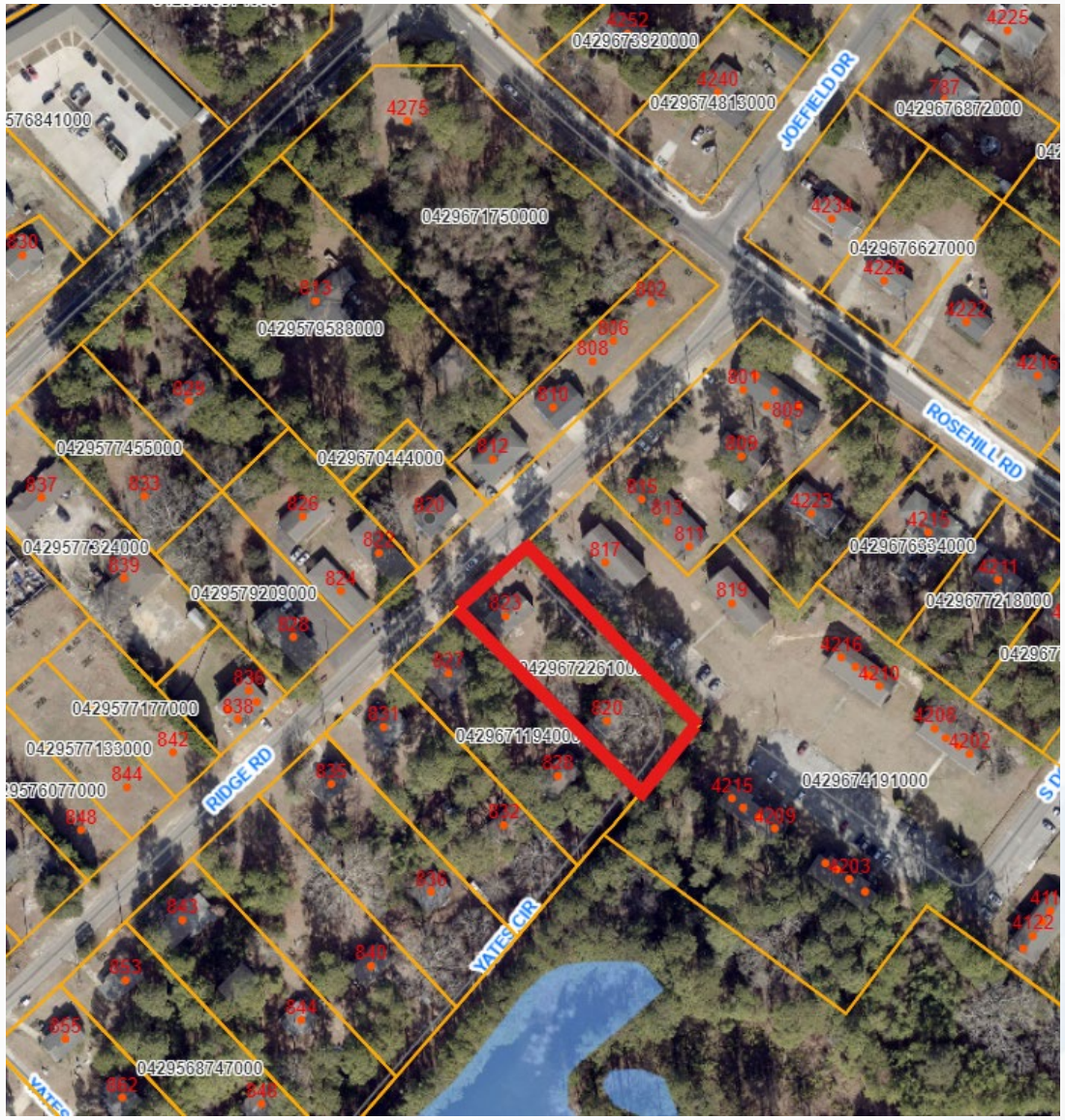
- Staff requests Council approval to adopt demolition ordinance for one residential structure that has been determined to be dangerous.

820 Ridge Road – District 3



820 Ridge Road – District 3

- Dangerous residential building
- Demolition matrix score 83
- No utilities service – May 2023
- 33 calls for 911 Service available – last 24 months
- 6 code violations – last 24 months
- No in city assessments
- $1,529.32 in taxes due
- Not enrolled in the Blight removal Program
- In Qualified Census Tract and Low to moderate income area



820 Ridge Road – District 3





820 Ridge Road – District 3





820 Ridge Road – District 3





820 Ridge Road – District 3





820 Ridge Road – District 3





FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

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

City Council Action Memo

File Number: 26-0186

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A3

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

THRU: **Jodi Phelps, Assistant City Manager**
Dr. Gerald Newton, AICP, Development Services Director
David Steinmetz, Development Services Assistant Director

FROM: **Dereke D. Planter Jr., Code Enforcement Supervisor**

DATE: **March 23, 2026**

RE:
Rescind Demolition Ordinance

4714 Ashton Road **District 5**

COUNCIL DISTRICT(S):
5

Relationship To Strategic Plan:
Goal 1: Safe & Secure Community; Goal 4: Desirable Place To Live, Work & Recreate

Executive Summary:
Approval of resolution rescinding previously adopted demolition ordinance for building deemed dangerous due to fire, where the property owner completed the necessary repairs prior to City executing the demolition ordinance, and the building is no longer considered dangerous.

Background:
To abate a dangerous building condition, staff previously recommended demolition, and the City Council adopted the following demolition ordinance. The demolition was not executed because the property owner repaired the building to bring the building into compliance before the City took action

Address	Condition	Ordinance No.	Abatement Action
4714 Ashton Road	Dangerous	NS 2025-036	Owner repaired

The demolition ordinance was filed and recorded with the Cumberland County Register of Deeds as a lawfully authorized abatement action related to the property.

Issues/Analysis:
Because the demolition ordinance was not executed and the property owner repaired the structure, the building is no longer considered dangerous. As a result, the previously adopted demolition ordinance is no longer necessary.

However, the demolition ordinance remains recorded in the property records. The proposed resolution would rescind the previously adopted demolition ordinance to reflect that the dangerous condition has been remedied and that the City will not pursue demolition of the structure.
Liens have been assessed against the property for costs incurred by the City in connection with the dangerous building process, including asbestos testing. Those liens remain valid and are not affected by the proposed resolution.

Budget Impact:
$52.00 recording fee with the Cumberland County Register of Deeds.
$513.00 asbestos testing

Options:
Adopt the proposed resolution rescinding the recorded demolition ordinance.
Abstain from any action.
Deny the proposed resolution rescinding the recorded demolition ordinance.

Recommended Action:
Staff recommends that Council adopt the proposed resolution rescinding the previously recorded demolition ordinance.

Attachments:
Recorded Demolition Ordinance
Proposed Resolution Rescinding the Demolition Ordinance
Before and After Photos
PowerPoint Presentation

BK12396 PG0367

FILED
CUMBERLAND COUNTY NC
ANDRA S. BREWINGTON
REGISTER OF DEEDS
FILED Dec 09, 2025
AT 12:03:01 pm
BOOK 12396
START PAGE 0367
END PAGE 0368
INSTRUMENT # 38714
RECORDING $26.00
EXCISE TAX (None)
DS

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

Return to: Alison Powell

NS2025-036

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

The City Council finds the following facts:

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

4714 Ashton Road
PIN 0416-32-2823-

LEGAL: BEING all of Lot 31, Block "D", in a subdivision known as SHERWOOD PARK – SEC. FOUR, and the same being duly recorded in Plat Book 27, Page 22, Cumberland County Registry and being the same property

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

Ramiro Flores Santos
124 Assad Lane
Southern Pines, NC 28387

(2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before November 1, 2025.

(3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

(4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

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

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this 24th day of November 2025.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

FAYETTEVILLE NORTH CAROLINA

Resolution No. R2026-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS 2025-036

WHEREAS, on February 13, 2023, property owned by Ramiro Flores Santos located at 4714 Ashton Rd, Fayetteville, NC (PIN 0416-32-2823-), was inspected for compliance with Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City and found to be in violation; and

WHEREAS, the Housing and Code Enforcement Division Manager served an order on the property owner requiring the owner to repair or demolish the structure on or before November 1, 2025; and

WHEREAS, the property owner failed to make the necessary repairs or demolish the structure by November 1, 2025; and

WHEREAS, on November 24, 2025, the City Council adopted Ordinance No. NS2025-036 requiring the City Building Inspector to demolish the structure and have all debris removed from the premises, and the cost of said demolition shall be lien against the real property.

WHEREAS, on March 9, 2026, the structure was repaired by the property owner; and

WHEREAS, on March 9, 2026, the property was found to be in compliance with Chapter 14 of the Dwellings and Buildings Minimum Standards Code of the City and thereby the structure was not demolished pursuant to Ordinance No. NS2025-036.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fayetteville hereby authorizes that Ordinance No. NS2025-036 be rescinded.

ADOPTED this 23rd day of March 2026

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

_____
Jennifer L. Ayre, City Clerk

4714 Ashton Road (Before)



4714 Ashton Road (After)



Rescind Demolition Ordinance

March 23, 2026



FAYETTEVILLE N 50

Rescind Demolition Ordinance

Address	Condition	Ordinance No.	Abatement Action
4714 Ashton Road	Dangerous	NS 2025-036	Owner repaired

4714 Ashton Road
Council District 5



Before: February 14, 2023



After: March 11, 2026



FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

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

City Council Action Memo

File Number: 26-0155

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A4

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

THRU: **Lachelle H. Pulliam, City Attorney**

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

DATE: **March 23, 2026**

RE:
Consider Resolution Declaring 1.53 Acres on Westcliff Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property

COUNCIL DISTRICT(S):
6

Relationship To Strategic Plan:
Desirable Place to Live, Work and Recreate

Executive Summary:
The City of Fayetteville was granted 1.53 acres off Westcliff Road from CRA Home Builders, Inc. on December 2, 2008. The property is currently on the Surplus Property Interest List on the City's website. The City has received a bid amount of $6,600.00 on the property. The City has never developed the property and has no plans to utilize the lot.

Background:
The City of Fayetteville acquired 1.53 acres off Westcliff Road by donation from CRA Home Builders, Inc. on December 2, 2008. This property is a remaining unused parcel. Bulldoodle Enterprises, LLC has submitted a bid form and deposit in the amount of $330.00 for the subject property. The property is listed on the Surplus Property Interest List with a minimum bid of $6,600.00. Bulldoodle Enterprises, LLC has submitted a bid in the amount of $6,600.00. N.C.G.S. §160A-269 gives authority and procedures for the upset bid process.

Issues/Analysis:
- Tax assessed value of the property is $6,600.00.
- The parcel consists of 1.53 acres.
- The City has determined that there are no plans to utilize the lot in the future.

Budget Impact:
The property will be returned to the tax rolls and allows for the parcel to be further developed.

Options:

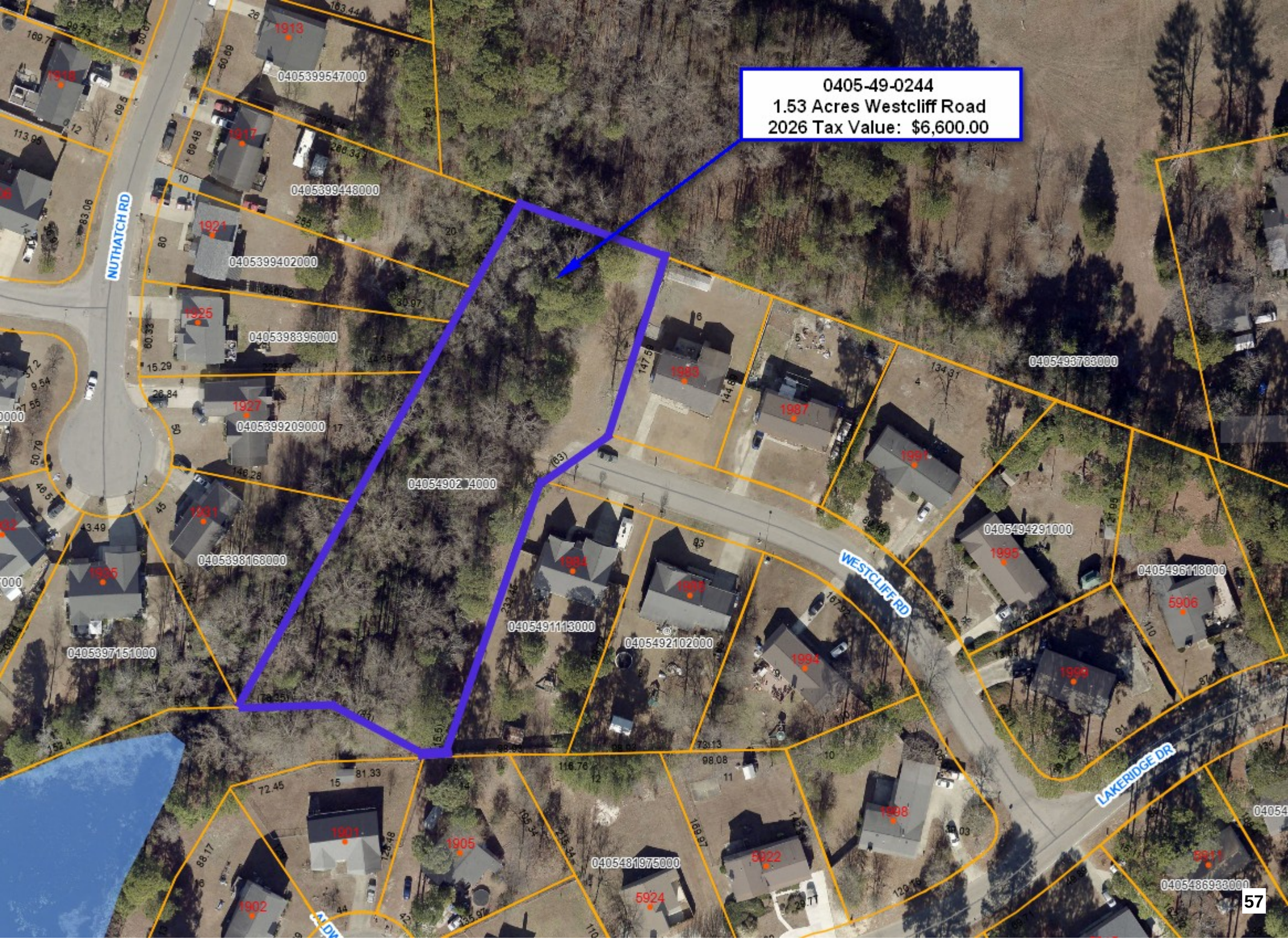
- Adopt the Resolution declaring 1.53 Acres on Westcliff Road surplus property and authorizing the upset bid process and sale of the property.
- Reject the Resolution declaring 1.53 Acres on Westcliff Road surplus property and authorizing the upset bid process and sale of the property.

Recommended Action:

Staff recommends that City Council adopt the Resolution declaring 1.53 Acres on Westcliff Road surplus property and authorizing the upset bid process and sale of the property to allow for the parcel to be added back to the tax rolls.

Attachments:

County GIS Map of 1.53-acre parcel
Resolution


0405-49-0244
1.53 Acres Westcliff Road
2026 Tax Value: $6,600.00
NUTHATCH RD
WESTCLIFF RD
LAKERIDGE DR
1913
0405399547000
1917
0405399448000
1921
0405399402000
1925
0405398396000
1927
0405399209000
1931
0405398168000
1935
0405397151000
1983
1987
1991
0405493763000
1995
0405494291000
5906
0405496118000
1999
1994
1998
0405492102000
0405491113000
1984
1988
1901
1905
1902
0405481975000
5924
5922
5911
0405486933000
57

Resolution No. R2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING 1.53 ACRES ON WESTCLIFF ROAD SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY

WHEREAS, the City of Fayetteville owns a 1.53 acre parcel located on Westcliff Road described as follows:

LYING in Rockfish Township, Cumberland County, North Carolina, this subject tract is bounded on the north by the tract conveyed to Albert L. Draughon and Cumberland Church of God as described and recorded in Plat Book 94, Page 102, Cumberland County Registry; bounded on east by Lots 6, 7, and the 50 feet right-of-way margin of Westcliff Road as described and recorded in Plat Book 45, Page 49, Cumberland County Registry; bounded on the south by a portion of Tract "B" as described and recorded in Plat Book 86, Page 50, Cumberland County Registry; bounded on the west by Lots 16-20 as described and recorded in Plat Book 112, Page 30, Cumberland County Registry, and being more particularly described as follows: COMMENCING from the northeast corner of Lot 20 as shown on a Plat titled "Williamsburg Plantation Section Four" as described and recorded in Plat Book 112, Page 30, Cumberland County Registry, said northeast corner also being the TRUE POINT AND PLACE OF BEGINNING, THENCE South 69 degrees 17 minutes 03 seconds East for a distance of 127.21 feet, to a point; THENCE South 19 degrees 09 minutes 56 seconds West for a distance of 148.25 feet, to a point; THENCE South 38 degrees 41 minutes 46 seconds West for a distance of 53.10 feet, to a point; THENCE South 19 degrees 09 minutes 56 seconds West for a distance of 225.40 feet, to a point; THENCE South 89 degrees 03 minutes 32 seconds West for a distance of 32.49 feet, to a point; THENCE North 59 degrees 21 minutes 17 seconds West for a distance of 95.46 feet, to a point; THENCE South 88 degrees 10 minutes 41 seconds West for a distance of 69.66 feet, to a point; THENCE North 29 degrees 20 minutes 04 seconds East for a distance of 451.35 feet, to the northeast corner of Lot 20 as recorded in Plat Book 112, Page 30, Cumberland County Registry, said northeast corner being the TRUE POINT AND PLACE OF BEGINNING. Together with and subject to covenants, and restrictions of record. Said property contains 1.53 acres (66,617 sq. ft.).

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 $6,600.00, submitted by Bulldoodle Enterprises, LLC; and

WHEREAS, Bulldoodle Enterprises, LLC has paid the required five percent (5%) deposit of the offer amount.

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 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 23rd day of March, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL) By: _____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER L. AYRE, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 25-4671

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A5

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

THRU: **Michael Gibson, Interim Assistant City Manager**

FROM: **Sheila Thomas-Ambat, Public Services Director**

DATE: **March 23, 2026**

RE:
Consider Resolution Accepting Donation of Property on Rogers Drive

COUNCIL DISTRICT(S):
2

Relationship To Strategic Plan:
Desirable Place to Live, Work and Recreate

Executive Summary:
The City of Fayetteville recently began construction on the Lyon and Ivy Road Drainage Improvement Project; however, one additional easement is still needed. As part of the acquisition effort, the City contacted the owner of Parcel ID 0428-42-2700 to negotiate the purchase of both a temporary construction easement and a permanent drainage easement. Instead of granting the easements, the property owner expressed interest in donating the entire parcel to the City.

This item was presented to the City Council during the May 5, 2025 Work Session (Item 6.05) as a Councilmember request. At that time, Council reached consensus to accept the donation of the property. A formal resolution is now required for Council to formally accept the donation.

Background:
The Lyon & Ivy Road Drainage Improvement Project includes upgrades to the existing culverts at Lyon Road and Ivy Road to increase conveyance capacity and help alleviate upstream flooding. The proposed improvements include replacing the existing dual 6-foot span by 4-foot rise concrete box culverts with larger single box culverts, providing additional embedment to allow for aquatic species passage, and lowering the invert of the culvert at Ivy Road to improve connection to the streambed. The project also includes modifications and stabilization of the stream banks to reduce erosion and improve flood flow capacity. These improvements include bank armoring, riprap stabilization, and benching of the stream bank to enhance connectivity to the floodplain. Overall, the project is intended to reduce the risk of flooding within the City's right-of-way while also providing the added benefit of protecting nearby residential structures from flood damage and improving the overall function and stability of Eutaw Creek.

The City has been awarded a North Carolina Department of Public Safety (NCDPS) Disaster Relief and Mitigation Grant in the amount of $3,500,000 for this project and recently received additional funding in the amount of $910,000 from the North Carolina Department of Environmental Quality (NCDEQ) through the Flood Resiliency Blueprint initiative. In total, $4,410,000 in grant funding has been secured for this mitigation project.

To facilitate construction, easements were required from approximately 11 private property owners. All but one of the required easements have been acquired. When the owner of Parcel ID 0428-42-2700 was contacted regarding the purchase of both a temporary construction easement and a permanent drainage easement, the owner declined and instead offered to donate the entire parcel to the City.

Issues/Analysis:

Parcel 0428-42-2700 is a vacant 2.5-acre (108,900 square foot) property. To facilitate installation of a larger culvert under Ivy Road as part of the project, the City only needs to acquire a 0.05-acre (2,471 square foot) Temporary Construction Easement (TCE) and a 0.036-acre (1,593 square foot) Permanent Drainage Easement (PDE). The City offered the property owner $300 in compensation for both easements.

There is no operational benefit to the City in accepting a donation of the entire parcel, as no improvements or modifications to the property are planned that would provide additional stormwater mitigation benefits to the surrounding community beyond the proposed easements.

As part of the City's due diligence, Regional Environmental PLLC was contracted to conduct a Phase I Environmental Site Assessment. The assessment found that the property has remained undeveloped since at least 1938 and was not identified in environmental regulatory databases. Several nearby sites within a half-mile were identified, including locations listed in the Leaking Underground Storage Tank (LUST) database and the Dry-Cleaning Solvent Cleanup Act (DSCA) program. After further evaluation, most of these sites were determined not to pose a concern due to regulatory closure, distance, or groundwater modeling indicating contaminants would not migrate to the property. However, six nearby sites remain potential concerns, including a former LUST site on Lewis Street and a cluster of dry-cleaning facilities located more than 1,500 feet away, where contamination has been detected in groundwater and surface water connected to the same tributary that crosses the subject property.

The assessment also identified the potential presence of PFAS compounds, including PFOS and PFOA, in groundwater in the surrounding area as a recognized environmental condition (REC), particularly given their recent designation as hazardous substances under CERCLA. Past agricultural activity in the area may have also introduced pesticides or herbicides to soils; however, this condition was considered de minimis and typical of historic farming practices. Overall, the assessment identified three potential RECs associated with the property: possible petroleum contamination in groundwater from a nearby heating oil tank release, potential dry-cleaning solvent contamination in surface water or sediments from nearby facilities, and the potential presence of PFAS compounds in groundwater. Based on these findings, Regional Environmental

recommended additional investigation to determine whether hazardous substances or petroleum products may be present on the property.

With City Council previously providing consensus to accept the property during the May 5, 2025 Work Session, this analysis is provided for informational purposes only.

Budget Impact:
The property will no longer be on the tax rolls. There is no other impact to the General Fund. The Stormwater Enterprise Fund will be responsible for costs associated with this project and any related actions.

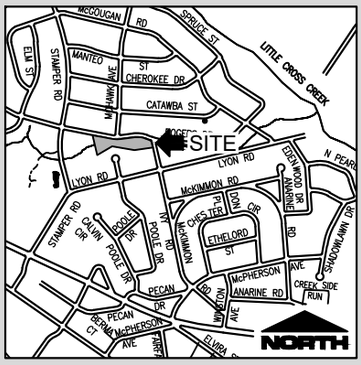
Options:
1. Approve the Resolution Accepting Donation of Property on Rogers Drive.

2. Do not approve the Resolution Accepting Donation of Property on Rogers Drive and provide further directions to staff.

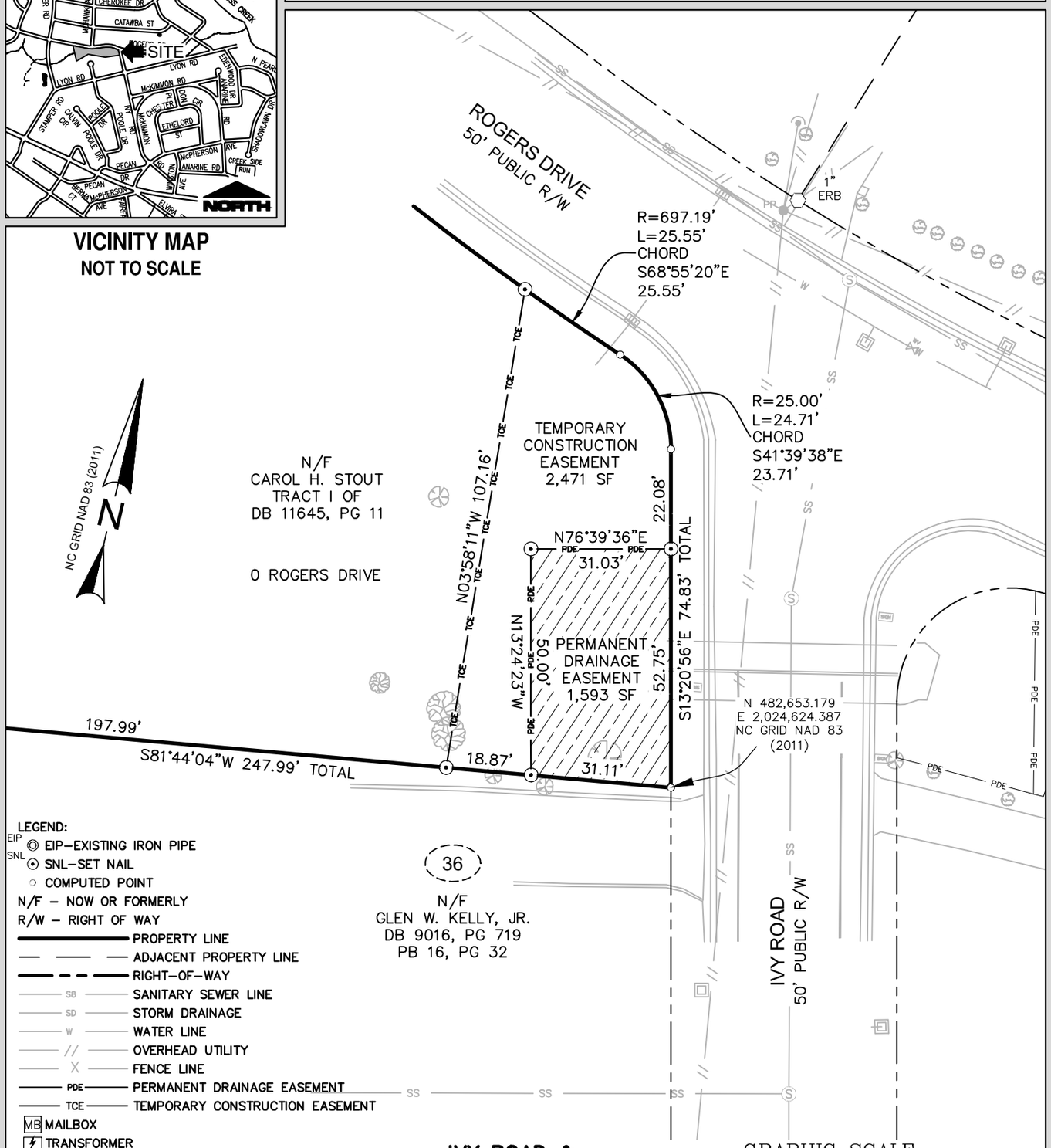
Recommended Action:
Staff will not be providing a formal recommendation regarding acceptance of the property, as doing so would conflict with Council's prior direction.

Attachments:
Resolution Accepting Donation of Property on Rogers Drive
Easement Exhibit

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



VICINITY MAP
NOT TO SCALE



LEGEND:
- EIP — EIP–EXISTING IRON PIPE
- SNL — SNL–SET NAIL
- COMPUTED POINT
- N/F – NOW OR FORMERLY
- R/W – RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT–OF–WAY
- SS — SANITARY SEWER LINE
- SD — STORM DRAINAGE
- W — WATER LINE
- // — OVERHEAD UTILITY
- X — FENCE LINE
- PDE — PERMANENT DRAINAGE EASEMENT
- TCE — TEMPORARY CONSTRUCTION EASEMENT
- MB — MAILBOX
- TRANSFORMER
- T — TELEPHONE PEDESTAL
- WATER METER
- PROPOSED EASEMENT

I, SEAN R. SEEVER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SHOWN, PAGE HEREON OR OTHER REFERENCE SOURCE _____); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK _____, PAGE _____ OR OTHER REFERENCE SOURCE _____; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600). WITNESS MY HAND AND SEAL THIS 20 DAY OF FEBRUARY, 2024.

Sean R. Seever.
PROFESSIONAL LAND SURVEYOR – L-4571

IVY ROAD & LYON ROAD DRAINAGE IMPROVEMENTS EXHIBIT "A"

NOTES:
1. THIS MAP WAS PREPARED FROM RECORDED MAPS, DEEDS, AND A PARTIAL FIELD SURVEY.
2. THIS MAP HAS BEEN PREPARED FOR EASEMENT ACQUISITION ONLY.

TOTAL AREA (By Coordinate Computation)
PROPOSED PDE EASEMENT = 1,593 SF (0.04 AC)
PROPOSED TCE EASEMENT = 2,471 SF (0.06 AC)

PROJECT NO. 1930

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

4Dsite solutions
civil engineering | land surveying
409 Chicago Drive, Suite 112, Fayetteville, NC 28306
office | 910-426-6777 fax | 910-426-5777 license number | C-2354
www.4Dsitesolutions.com

NORTH CAROLINA PROFESSIONAL SEAL L-4571 LAND SURVEYOR SEAN R. SEEVER
Sean R. Seever.
02-20-24

City of Fayetteville North Carolina
CITY OF FAYETTEVILLE ENGINEERING
433 HAY STREET, FAYETTEVILLE, NC 28301
ACROSS PROPERTY OF:
CAROL H. STOUT

TOWNSHIP: CROSS CREEK	PIN: 0428-42-2700	DB 11645, PG 11
DRAINAGE EASEMENT		
COUNTY: CUMBERLAND	STATE: NORTH CAROLINA	
DRAWN BY: TYLER	DATE: FEBRUARY 20, 2024	
CHECKED BY: SEAN	SCALE: 1" = 30'	
APPROVED BY:	DWG #: LR-9	

Resolution No. R2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA ACCEPTING THE DONATION OF REAL PROPERTY LOCATED ON ROGERS DRIVE

WHEREAS, the City of Fayetteville, NC, is a municipal corporation existing under and by virtue of the Constitution, statutes and laws of the State of North Carolina; and

WHEREAS, North Carolina General Statute § 160A-11 authorizes the City to acquire and hold any property, real and personal, devised, bequeathed, sold, or in any manner conveyed, dedicated to, or otherwise acquired; and

WHEREAS, Carol H. Stout, Successor Trustee of the Frank P. Stout Trust, a revocable declaration of trust executed by Frank P. Stout as Grantor and Trustee and Cameron W. Stout desires to donate to the City of Fayetteville one parcel of land on Rogers Drive more particularly described as follows:

REID:0428422700000 / PIN:0428-42-2700: 2.5 acres of land bordered and bounded by: (1) Rogers Drive; (2) Ivy Road, (3) the real property now owned by Marion E. Wall at 920 Stamper Road (described in a Deed recorded in Deed Book 10540 at Page 0277 of the Cumberland County Registry); (4) the real property now owned by the Eutaw United Church of Christ at 900 Stamper Road (described in a Deed recorded in Deed Book 568 at Page 39 of the Cumberland County Registry); and (5) Lots 25, 26, 27 and 36 shown on a plat entitled "Revised Plat of Eutaw – Sheet No. 8" recorded in Plat Book 16 at Page 32 of the Cumberland County Registry.

WHEREAS, the City of Fayetteville is committed to providing adequate services within the City and has proposed a stormwater mitigation project for this area; and

WHEREAS, the City of Fayetteville finds that it is appropriate to accept said donation and;

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council agrees to accept the donation of the property and grants the City Manager or his designee the authority to acquire the property described above.

IN WITNESS WHEREOF, the City of Fayetteville has caused this instrument to be signed in its name by its Mayor, attested by its City Clerk, and its corporate seal hereto affixed, all by order of its City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 23rd day of March, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL) By: _____
MITCH COLVIN, Mayor

ATTEST:

_____
JENNIFER AYRE, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 26-0018

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A6

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

THRU: **Michael Gibson, Assistant City Manager**

FROM: **Daniel Edwards, Assistant Director of Public Services,**
Sheila Thomas-Ambat, Director of Public Services

DATE: **March 23, 2026**

RE:
Approve and authorize the City Manager to execute a ten-year contract with GFL for the operation of the City's Transfer Station

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 4: Desirable Place to Live, Work and Recreate
Goal 5: Financially Sound City Providing Exemplary City Services

Executive Summary:
The Council is requested to approve the award and authorize the execution of a ten-year contract with GFL for the operation of the City's Transfer Station, at an annual cost of $329,000. The contract further requires the contractor to remit a host fee of eighty-five cents ($0.85) per ton of material processed.

Background:
The City's Transfer Station was constructed and leased by Waste Industries, LLC, the original contracted operator of the facility. A certificate of completion was issued by the City on September 14, 2010, and the initial lease agreement was executed for a term of fifteen (15) years.

In 2018, Waste Industries merged with GFL Environmental Inc., resulting in GFL assuming ownership of the contract and lease. As such, the Transfer Station is presently operated, managed, and maintained by GFL.

During its tenure, GFL has completed multiple improvements to the Transfer Station, including but not limited to building repairs, scale house and scale enhancements, stormwater pond improvements, and other infrastructure upgrades. Following the expiration of the original lease term, the facility has continued to operate under a month-to-month lease arrangement pending execution of a new long-term contract.

In January 2025, the City of Fayetteville contracted with the consulting firm Geosyntec Consultants to evaluate operational and financial options for the City's Transfer Station.

The purpose of the analysis was to assess the long-term viability of the current operating model and identify opportunities to improve financial returns and operational flexibility for the City.

Geosyntec evaluated several potential scenarios:

- Scenario 1: Status Quo: Renew the contract for the additional five-year extension as allowed in the current lease agreement, with no changes to the existing terms. The GFL would continue paying $77,931 per year in rent, a $70 tipping fee, and a host fee of $0.60 per ton for the first 115,000 tons of solid waste delivered annually and $1.00 per ton for any tons above 115,000.

- Scenario 2: Status Quo with City Waste Directed to Transfer Station: Renew the contract with the current vendor under the existing rent, tipping fee, and host fee terms. As part of the new agreement, the City would direct all waste collected by the Public Services Department to the Transfer Station instead of the Ann Street Landfill, with the expectation that City vehicles would be allowed to dump at no cost or at a reduced rate.

- Scenario 3: Fixed Lease with City Waste Directed to Transfer Station: Renew the contract with the current vendor under a fixed annual lease payment, where the contractor pays the City a single all-inclusive lease fee to operate the Transfer Station instead of separate rent and host fees. The City would direct all waste collected by the Public Services Department to the Transfer Station, with City vehicles allowed to dump at no cost or at a reduced rate.

- Modeling Adjustment: Instead of developing Scenarios 4 and 5 (hybrid versions of the first three models), the analysis focused on Scenario 6, which includes several sub-scenarios.

- Scenario 6: City Operates Transfer Station: The City would operate the entire Transfer Station, including loading, hauling, and disposal, and would own all infrastructure and equipment. Several sub-scenarios were analyzed using different disposal facilities and three waste volume levels: low, expected, and high tonnage.

Geosyntec’s recommendations are as following:

1. Scenarios 2 and 3 show a slightly better financial outcome for the City compared to the current agreement (Scenario 1), but they would require new contract terms. To capture more financial benefit from the Transfer Station, the City would need to negotiate with GFL and/or issue an RFP to obtain competitive market pricing. Because of uncertainties and changing market conditions affecting Scenarios 2, 3, and 6, Geosyntec recommends issuing an RFP to obtain current market pricing and terms.

2. Changing the current agreement creates financial risks for the City due to uncertainty in future pricing, waste volumes, and competition from other disposal facilities. To reduce these risks, Geosyntec recommends a hybrid approach (Scenario 1A) where the City negotiates a fixed lease payment with the contractor but does not require City waste to be delivered to the Transfer Station.

Request for Proposals

Based on the recommendation from Geosyntec, the City elected not to pursue further analysis of direct operational control of the Transfer Station. Instead, the City issued a Request for Proposals (RFP) for the Lease, Operation, and Maintenance of the City's Transfer Station, which was publicly advertised from March 21, 2025, through April 21, 2025. The City received proposals from the following firms:

- GFL Environmental Inc.
- Waste Management

Geosyntec assisted the City in reviewing and evaluating the submitted proposals.
The following are the bids received for renting the Transfer Station from the City of Fayetteville:

Selection and Negotiation

Following the evaluation process and based on the recommendation of Geosyntec, GFL Environmental Inc. was selected as the preferred contractor based on the above table and an estimated average tonnage of 200K applicable to the host fee.
The City subsequently entered into negotiations with GFL to finalize the lease agreement. A draft lease is attached.
The City published a legal notice announcing the pending lease agreement with GFL Environmental which ran from February 17, 2026**,** to March 17, 2026. No comments were received during the public notice period.
A resolution authorizing the commercial lease agreement for the City's Transfer Station is scheduled to be presented to the Fayetteville City Council for consideration on March 23, 2026.

Issues/Analysis:

Estimates Based on GFL Transfer Station RFP results

Based on GFL's reported tonnage over the last three years, SW should see a revenue increase of approximately $215K

A Tons reported 2024-2025	B Per Ton Host Fee Cost	C Lease Fee	D Per Ton Host Fee Multiplied by Tons Reported (A*B)	E New Approximate Revenue (C+D)	F Actual Revenue	G Difference (E-F)
202,835	$0.85	$329,000.00	$172,409.75	$501,409.75	$281,160.70	$220,249.05
Tons reported 2023-2024						
177,968	$0.85	$329,000.00	$151,272.80	$480,272.80	$264,355.35	$215,917.45
Tons reported 2022-2023						
200,146	$0.85	$329,000.00	$170,124.10	$499,124.10	$287,426.54	$211,697.56

Budget Impact:

- Annual Contract Amount: $329,000
- Contract Term: Ten (10) years

- Total Contract Value: $3,290,000
- Host Fee Revenue: $0.85 per ton of material processed, payable to the City in addition to the annual contract amount
- Based on past tonnage reports and using the current proposed contract the SW should see an increase in revenue of approximately $215K a year.

Options:

1. Council is requested to approve the award and authorize the execution of a ten-year contract with GFL for the operation of the City's Transfer Station
2. Do not approve and award the GFL contract and provide guidance to staff

Recommended Action:

It is recommended that the Council approve the award and authorize the City Manager to execute a ten-year contract with GFL for operation of the City's Transfer Station in the amount of $329,000 per year, and further authorize acceptance of a host fee of eighty-five cents ($0.85) per ton of material processed.

Attachments:

Transfer Station Analysis
Presentation for Transfer Station Scenarios
Presentation for Bid Evaluations
RFP for Transfer Station
Draft Lease Agreement

Memorandum

To: City of Fayetteville, North Carolina

From: Geosyntec Consultants of NC, P.C.

Subject: Memorandum of Findings
Transfer Station Scenario Analysis

On behalf of the City of Fayetteville, North Carolina (City), Geosyntec Consultants of NC, P.C. (Geosyntec) analyzing potential ownership and operational scenarios for the City's transfer station located at 533 Winslow Street (Transfer Station).

Executive Summary

The City owns a transfer station, which a private contractor operates under a multi-year Agreement that expires on September 14, 2025. The Fayetteville disposal and transfer market is in transition, which has created uncertainties that may impact the value of the transfer station. The local landfill, Cumberland County's Ann Street Landfill, has limited remaining airspace and is pursuing contingencies. In addition to expansion plans for the landfill, the County has issued an RFP for a transfer station to be built at the landfill to extend its life. Separately, the County issued an RFP for operations of the new transfer station, hauling, and disposal of transferred waste. Although there is currently only one transfer station in Fayetteville (the City's) and the County-owned landfill, there may be two transfer stations and the landfill, or possibly only the two transfer stations.

The City engaged Geosyntec to provide analysis and recommendations to inform their pending decision on what to do next and how to maximize the value of the transfer station to the City because of the contract expiration. Geosyntec conducted a multiple-scenario analysis, which included a site visit. Analyzed scenarios were performed as part of two tasks as follows:

- ***Scenario 1: Status Quo -*** *Renew the contract with no changes and exercise the extension of five (5) years as stated in the lease agreement.*
- ***Scenario 2: Status Quo, City Directs Waste to Transfer Station -*** *Renew the contract with the existing vendor with concessions given to the City vehicles to dump at or at a reduced rate.*
- ***Scenario 3: Fixed Lease, City Directs Waste to Transfer Station*** *Renew the contract with the existing vendor with concessions given to the City vehicles to dump at or at a reduced rate.*
- Instead of Scenarios 4 and 5, the modeling effort was reallocated to Scenario 6 to add sub-scenarios.
- ***Scenario 6: City Performs Transfer Station Operations:*** *City operation of the Transfer Station for all aspects of the facility including loading, hauling, and disposal as well as ownership of all*

infrastructure and equipment. Sub-scenarios of Scenario 6 were also explored using multiple alternative disposal facilities and others for three waste quantity categories: low tonnage, expected tonnage, and high tonnage.

Table 1 presents the modeling results for the four scenarios. A higher Net Position relative to the baseline scenario is generally preferable, although it does not capture the likelihood of the modeled assumptions and uncertainties. Scenarios other than Scenario 1 have comparably higher uncertainties than the status quo Agreement and have increased associated risks.

Table 1 – Summary of Model Results

	FY2025			
	Scenario 1*	**Scenario 2***	**Scenario 3***	**Scenario 6****
Disposal Location for City Waste:	Ann Street Landfill	City TS	City TS	Sampson Landfill (GFL)
Expenses in MM USD				
City Tipping Expense	$0.0	$3.4	$3.4	$2.5
Operation + Hauling Expenses	$0.0	$0.0	$0.0	$1.4
Total Expenses	**$0.0**	**$3.4**	**$3.4**	**$3.9**
Revenues in MM USD				
Total Tip Fee/Rent Income to City from TS	$0.3	$0.7	$0.6	$0.8
Avoided Disposal Cost at Ann St. Landfill	$0.0	$3.3	$3.3	$3.3
Total Revenues	**$0.3**	**$4.0**	**$3.9**	**$4.1**
Net Position (Rev-Exps) in MM USD				
Scenario Net Position	**$0.3**	**$0.6**	**$0.5**	**$0.2**
Relative to Status Quo	=	+	+	−

*Tonnage quantities for Scenarios 1, 2, and 3 are based on a 5-year average.

**Scenario 6 hauling costs vary based on the contracted disposal location. The tonnage and City revenue for Scenario 6 will depend upon which sub-scenario is selected; the value shown assumes 20,000 tons per year of waste from outside sources tipped at $40 per ton. The future Ann Street Landfill closure status and County transfer station permitted waste capacity may affect availability.

Recommendations are as follows:

1. Scenarios 2 and 3 were modeled to result in a slightly higher Net Position for the City than the status quo but require new Agreement terms. For the City to realize a greater share of the financial benefit of the Transfer Station, it would need to negotiate with GFL and/or go out for an RFP to solicit market pricing and terms. Given the future uncertainties and dynamic market conditions for Scenarios 2, 3, and 6, Geosyntec recommends issuing an RFP to solicit current market pricing.
2. Changes to the status quo result in financial risks to the City due to uncertainties about future pricing, tonnages, and area facilities competing for waste quantities. To guard against these risks, Geosyntec recommends the City pursue a hybrid of Scenario 1 and Scenario 3 ("Scenario 1A"). The City negotiates a fixed-price lease agreement with the contractor but does not commit City waste to its Transfer Station.

City Transfer Station Background

The City of Fayetteville Transfer Station is owned by the City but leased to a contracted operator, GFL Environmental (GFL), through a long-term Construction, Operation, and Lease Agreement (Agreement). Over 175,000 tons of waste are transferred annually to the Sampson County Landfill (Sampson Landfill), approximately 30 miles east of the city. Both Owner and Operator/Lessee are on the state solid waste permit (2609-TRANSFER), which does not expire until 2054. According to the transfer station's Completion Certificate, the completion date mutually agreed upon by the parties (the City and Waste Industries, which was acquired by GFL in 2018) was September 14, 2010.

The 15-year initial Agreement term expires September 14, 2025, and the City must either renew the Agreement with GFL or identify alternative arrangements for managing the material received at the transfer station. GFL performs all transfer activities, including trailer loading, long-haul waste transportation via tractor-trailers (through a subcontractor), and disposal at the Sampson Landfill. Despite its name, the Sampson Landfill is owned and operated by GFL and is the closest private municipal solid waste landfill to Fayetteville.

Ann Street Landfill Background

Waste from the City's Public Service Department Solid Waste collection program is not taken to the City of Fayetteville Transfer Station. Instead, it is hauled directly to the Ann Street Landfill, which is owned by Cumberland County (County) and located in the city limits. The City is not charged for general waste disposal but does pay to dispose of certain material streams, such as bulky material and brush.

Projections based on current waste disposal rates indicate the Ann Street Landfill will be out of airspace in 2030 if additional cells are not permitted and constructed. Because of this, Cumberland County is building its own transfer station at the landfill to extend the landfill's lifespan. The County issued a transfer operations RFP in January 2023 to solicit proposals for loading, hauling, and disposal for a future transfer station and a separate design-build RFP for the development of the facility. The initial contract for the operation of the Ann Street transfer station is for five years, transferring 50% of the Ann Street Landfill waste stream, and may be renewed.

Four waste management companies responded to the operations RFP: Republic Services, Waste Management, Waste Connections, and GFL. Though all companies offered disposal services, GFL was the only company that offered hauling services in response to the RFP. No companies offered loading services in response to the RFP, and GFL was awarded the contract at the 19 June 2023 meeting of the Cumberland County Board of Commissioners. The pad for the new transfer station has been graded at the Ann Street Landfill site, but it is unclear if the facility has been permitted or designed.

In addition, the county is excavating the old closed "baleful" landfill at the Ann Street site for future expansion of the active landfill. The removed old waste was previously disposed of on-site but is now being hauled to the Regional Landfill for disposal.

Task 1 Scenarios

Under Task 1, Geosyntec requested background data from the City and developed a financial model for transfer station operation. Additional information was gathered from the NCDEQ Laserfiche database and other sources. The initial three scenarios analyzed are described below. Model results are presented in **Table 1**.

Scenario 1 – Baseline/Status Quo

For the baseline scenario, we assumed that the Agreement would be renewed with no changes for a five-year extension. Historical waste tonnages and payments to the City from GFL were modeled and projected using CPI data.

Net Result: In Scenario 1, the sum of the fixed rental fee, incremental host, and additional tonnage fee is the total Transfer Station revenue from the City's perspective. No City tipping expenses were assumed because all the City's waste collected by the Public Services Department is taken to the County Landfill. The City was modeled as having no costs related to the contractor's transfer operations. The net position for the scenario equals revenues minus costs, which equals revenues. This net position for Scenario 1 is a baseline to which other scenarios are compared.

Scenario 2 – Status Quo, Except City Disposes at Transfer Station

In Scenario 2, the City is assumed to dispose of waste collected by its Public Services Department at the Transfer Station instead of the Ann Street Landfill as part of a new contract or revised Agreement with the contractor. This would increase the amount of waste handled by GFL at the Transfer Station by about 80,000 tons per year, from 179,000 tpy to 259,000 tpy. The increased tonnage was used to calculate the City's host revenue increase because of increased economies of scale.

Net Result: The increased payments and an assumed transfer of $40 per ton from the County to the City (the avoided disposal costs at the Ann Street Landfill) are the revenue components from the City's perspective. City tipping fees charged by the Transfer Station contractor at $40 per ton were assumed at the Transfer Station as the only cost. The net position for Scenario 2 is host revenue minus tipping costs plus the avoided disposal costs at the Ann Street Landfill.

Scenario 3 – Lease Agreement with Operator, City Disposes at Transfer Station

Scenario 3 assumes the same waste quantity increase arrangement with City waste as in Scenario 2. However, in Scenario 3, the contractor pays the City an all-in lease fee to operate the Transfer Station instead of the current rental fee plus host fees as a fixed annual payment.

Net Result: The all-in lease fee and the $40 per ton transfer payment from the County to the City are the revenue components from the City's perspective. The same tipping expenses from Scenario 2 were the only cost. The net position for Scenario 3 is the all-in lease fee minus tipping costs plus the avoided disposal costs at the Ann Street Landfill.

Task 2

Site Visit

As part of Task 2, Geosyntec personnel conducted a site renaissance at the Transfer Station. They made initial observations, took photos, noted equipment and the number of employees at the facility, and interviewed site personnel. Generally, the facility was clean and had recent repairs to the push walls and the building shell. In addition, there appeared to be site improvements, including stormwater pond upgrades and the addition of a cleared graded space east of the scale house. New scale house scales had been installed relatively recently, and there was no gap space beneath them where litter could potentially accumulate.

Additionally, it was noted that key efficiency improvements were installed at the facility, including an automatic ticket generator, two-way scales, an intercom system, jersey barriers for dump lane delineation, and in-line tunnel scales displaying the weight of the trailers as they are loaded. It was also observed that no heister was visible within the premise and that the tunnel was nearly full depth and drive-through, both positive aspects for loading efficiency. Geosyntec observed that the facility has a small informal parking lot for the employees and that only a few spaces were occupied during the visit. There were observed to be up to four queuing and dump lanes in use.

Comingled recycling was observed to be dumped at the facility in addition to waste. Besides tractors and trailers either in queue or parked along the facility's east side, one front loader and one skid steer were the only pieces of heavy equipment noted. There appeared to be one operator, one spotter, and one employee operating the scales, and three subcontractor personnel were on site as part of the hauling operations. The facility general manager is also typically on site but was on leave during the visit. The tractor-trailer load quantities were observed on the tunnel scales display.

Scenario 6 – City Performs All Services (With Sub-Scenarios)

In Scenario 6, the City is assumed to self-perform all transfer aspects, including facility operations/loading, hauling, and disposal. The City's facility operating costs, tipping revenues, hauling costs, and disposal fees were modeled for this scenario. Facility costs included personnel, equipment, infrastructure, and miscellaneous costs based on waste quantities.

For the hauling component, Geosyntec estimated the hauling and disposal costs for waste delivered to four different landfills: GFL's Sampson County Landfill, Republic Service's Uwharrie Landfill, Waste Connections' Anson County Landfill, and WM's Great Oak Landfill. The combination of variable tonnages and disposal facilities resulted in twelve different sub-scenarios. GFL's Sampson County Landfill was selected as the most viable option based on the travel distances estimated from a Distance to Landfills analysis included in **Attachment A** and the pricing from the Cumberland County transfer RFP.

For quantity estimates, Geosyntec considered three sub-scenarios of annual transferred waste amounts: 80,000 tons (the City's waste only), 100,000 tons (City waste plus 20,000 tons from outside sources), and 190,000 tons (City waste plus 110,000 tons from outside sources, approximately what GFL currently

accepts at the facility). These quantities correspond to the Low, Expected, and High Tonnage sub-scenarios, respectively.

Net Result: The tipping fees the City would charge outside customers and the $40 per ton transfer payment from the County to the City are the revenue components from the City's perspective. The tonnage sub-scenario assumed was 100,000 tons, 80,000 tons of which is city-collected waste.

Findings and Conclusions

Based on discussions with the City, Geosyntec understands the City is considering issuing an RFP as part of its overall approach to the contracted operation of its Transfer Station. As part of Geosyntec's scope, the City requested that Geosyntec assist in providing key findings and conclusions from the analysis effort, specifically those that may support the issuance of an RFP by the City. They are as follows:

- **Scenario Modeling Results:** The Net Position results present the potential benefit from the City's perspective modeled for each scenario. With the largest Net Positions, Scenarios 2 and 3 were indicated to be the most beneficial scenarios for the City. For the City to potentially realize a greater share of the financial benefit of the Transfer Station, it would need to enter negotiations to revise the terms of its contract with GFL and/or go out for an RFP to solicit new pricing and terms from the market.
- **Enhance Assumptions:** Key assumptions such as costs were made for the analysis, which may change based on competitively solicited market pricing, which can only be obtained through the issuance of an RFP. Actual pricing may differ from that used in the analysis from the results of Cumberland County's transfer RFP, issued nearly two years ago for a facility that has not yet been built and is located across the City.
- **New Opportunities:** Municipalities often issue solicitations as formal opportunities for contractors to propose alternative arrangements that may mutually benefit both the contractor and the issuer. The City could also help more clearly define the rules of engagement for negotiations, whether for the current contractor or a new one. Given that it is already familiar with the Transfer Station and owns the equipment used at the site, GFL may factor certain incumbent advantages into its pricing during negotiations and/or an RFP response.
- **Changing Landscape:** Ultimately, an RFP could uncover new information or help the City identify existing market synergies or risks since the market changes over time. For example, GFL's solid waste division is undergoing a major acquisition. The waste management landscape in Cumberland County is also changing, given the County's recent initiation of the development of a transfer station at the Ann Street Landfill and award of the County transfer station hauling and disposal of transferred waste to GFL. The labor market has also changed since the 2020 pandemic.
- **Updated Contract and Best Practices**: The Agreement with GFL for the 5-year potential Renewal period could integrate additional best practices and updated approaches to municipal transfer station contracting. These could be specific to the City or based on recent experiences throughout

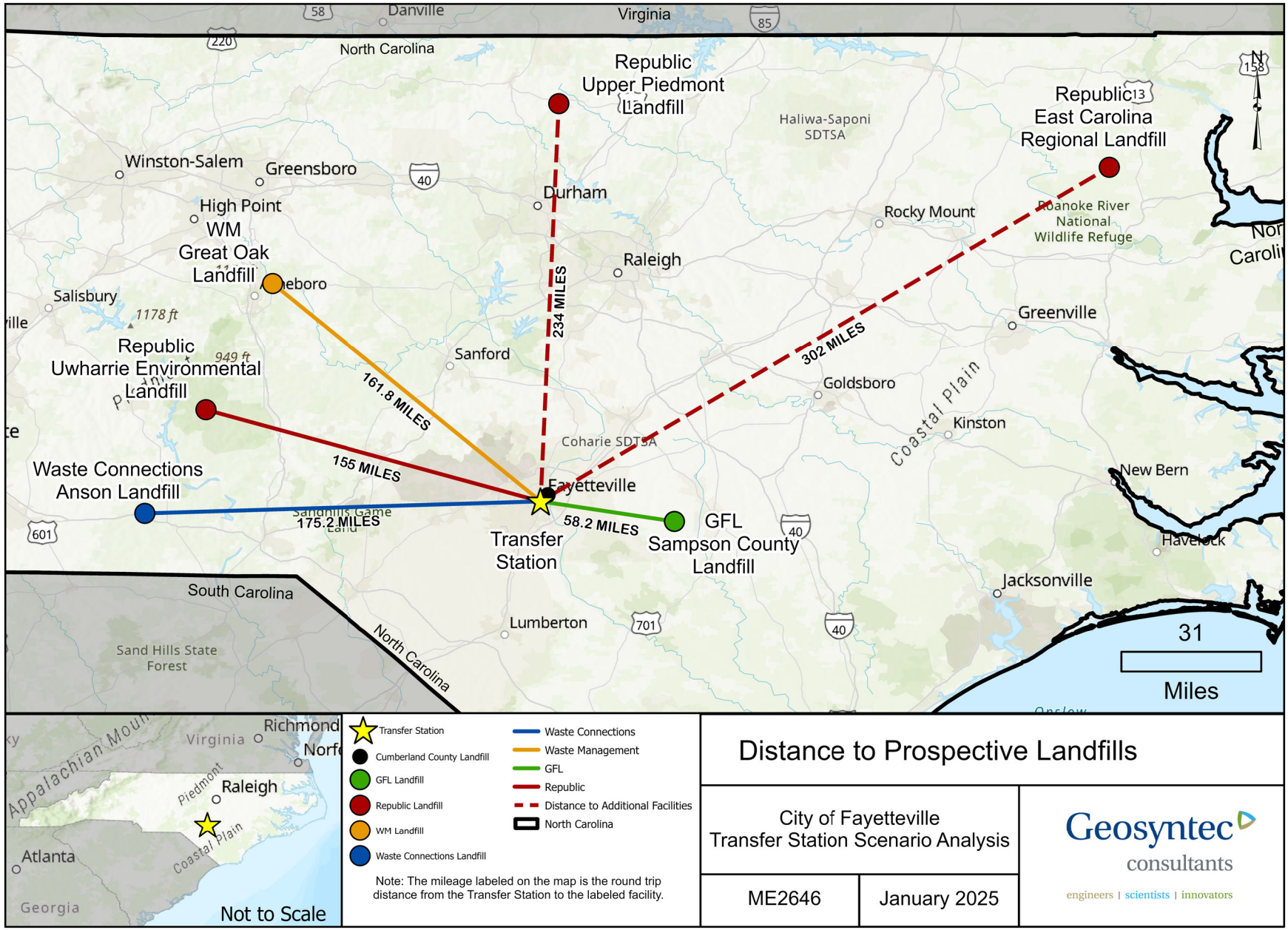
the state and the industry. For example, adding a fuel price escalator/de-escalator can help reduce the risk of long-term fluctuations for equipment and vehicle operations.

- **Hybrid Scenario**: Changes to the status quo result in risk to the City due to uncertainties about future pricing, tonnages, and area facilities competing for waste quantities. The City should pursue a hybrid of Scenario 1 and Scenario 3 ("Scenario 1A") in which the City negotiates a fixed-price lease agreement with the contractor but does not commit City waste to its Transfer Station. In Scenario 1A, the City retains control of its waste while addressing the future uncertainty of waste outside of City control being sent from the Transfer Station to the new Ann Street transfer station.

Although it can be time-consuming and costly, the benefits of RFP processes generally outweigh their downsides. RFPs have long-term financial consequences, and with changing market, regulatory, technological, legal, environmental, and political factors, they can provide more information and transparency than a closed negotiation.

Consistent with the analysis's findings, industry best practices, our scope of services, and general discussions with the City, Geosyntec concludes that the City would benefit from issuing an RFP to solicit pricing for its Transfer Station operations and using the findings to pursue a fixed-price lease agreement similar to Scenario 1A described above.

ATTACHMENT A



Distance to Prospective Landfills

City of Fayetteville
Transfer Station Scenario Analysis

ME2646 | January 2025

Geosyntec consultants
engineers | scientists | innovators

Geosyntec consultants

CITY OF FAYETTEVILLE
TRANSFER STATION SCENARIO ANALYSIS: TASK 1 & 2

Date: January 21st, 2025

Background and Scope of Work

Geosyntec Consultants was retained by the City of Fayetteville (City) to analyze potential ownership and operational scenarios and assess the best approach for the City's transfer station starting in late 2025 at contract milestone.

Per our scope of work in the proposal, the project was organized into two authorized tasks:

- Task 1, Background Review and Financial Model Development
- Task 2, Field Review and Additional Scenario Development
- At the end of August Geosyntec presented the findings to date, which included Analysis of Scenarios 1 through 3. Analyses were paused thereafter and attention shifted to IGSA, Fort Liberty RFP, and Transfer Station RFP efforts.

Scenarios Approach

- Review of available financial, operational, and contract information provided by the City.
- Organize anticipated cost of operations by major categories, allowing for modification of assumed operating costs for various components (e.g., loading operation, long-haul trucking).
- Transfer Station Cost Review of 4 scenarios assuming partial or full privatization of major components of operations and/or complete takeover by the City.

Scenario 1 - *Baseline/Status Quo*	Renewal of GFL contract with no changes, projecting future fees and costs.
Scenario 2 - *Status Quo, Except City Disposes at Transfer Station*	City disposes all waste at transfer station, adjusting fees and costs based on increased volume.
Scenario 3 - *Lease Agreement with Operator, City Disposes at Transfer Station*	City retains ownership, contractor operates facility, and City disposes all waste at a discounted tipping fee.
Scenario 6 - City Operates the Transfer Station including hauling and disposal	City retains ownership, operates facility, and City disposes all waste at one of the regional landfills.

Scenarios Comparison

	FY2026			
	Scenario 1	**Scenario 2**	**Scenario 3**	**Scenario 6**
Transfer Station Operations	Private Operator	Private Operator	Private Operator	City
Contract Type	Rent + Host fee (based on tonnages)	Rent + Host fee (based on tonnages)	All-in lease/rent (no host fee based on tonnages)	N/A
City Tipping Location	Ann Street Landfill	City TS	City TS	Regional Landfills
Disposal Location*	Ann Street Landfill	Sampson County Landfill	Sampson County Landfill	Sampson County Landfill
Tonnage Quantities**	195,047	195,047	195,047	100,000

*Disposal Location varies based on scenario as well as the contracted disposal location (sub-scenario) in Scenario 6.

**Tonnage quantities for scenarios 1, 2, and 3 are based on a 5-year average. The tonnage for scenario 6 will depend upon which sub-scenario is selected. The future Ann Street Landfill closure status and County transfer station permitted waste capacity may affect the availability of waste quantities from outside sources.

Scenarios Results

	Scenario 1	Scenario 2	Scenario 3	Scenario 6
Expenses in MM USD				
City Tipping Expenses	$0.00	$3.41	$3.41	$2.50
Operation + Hauling Expenses	$0.00	$0.00	$0.00	$1.36
Scenario Total Expenses	**$0.00**	**$3.41**	**$3.41**	**$3.86**
Revenues in MM USD				
Total Tip Income to City from TS Operation	$0.31	$0.66	$0.62	$0.80*
Avoided Disposal Cost at Ann St. Landfill	$0.00	$3.30	$3.30	$3.30
Total Revenues	**$0.31**	**$3.96**	**$3.92**	**$4.10**
Net Position (Revenue-Expense) in MM USD				
Scenario Net Position	**$0.31**	**$0.55**	**$0.51**	**$0.24**
Relative to Baseline	=	+	+	−

*Assumes outside waste

GEOSYNTEC CONSULTANTS

Key Findings and Recommendations

Scenario Modeling: Scenarios 2 and 3 indicate the highest net position. The City may need to issue an RFP to increase competitiveness and/or renegotiate better terms.

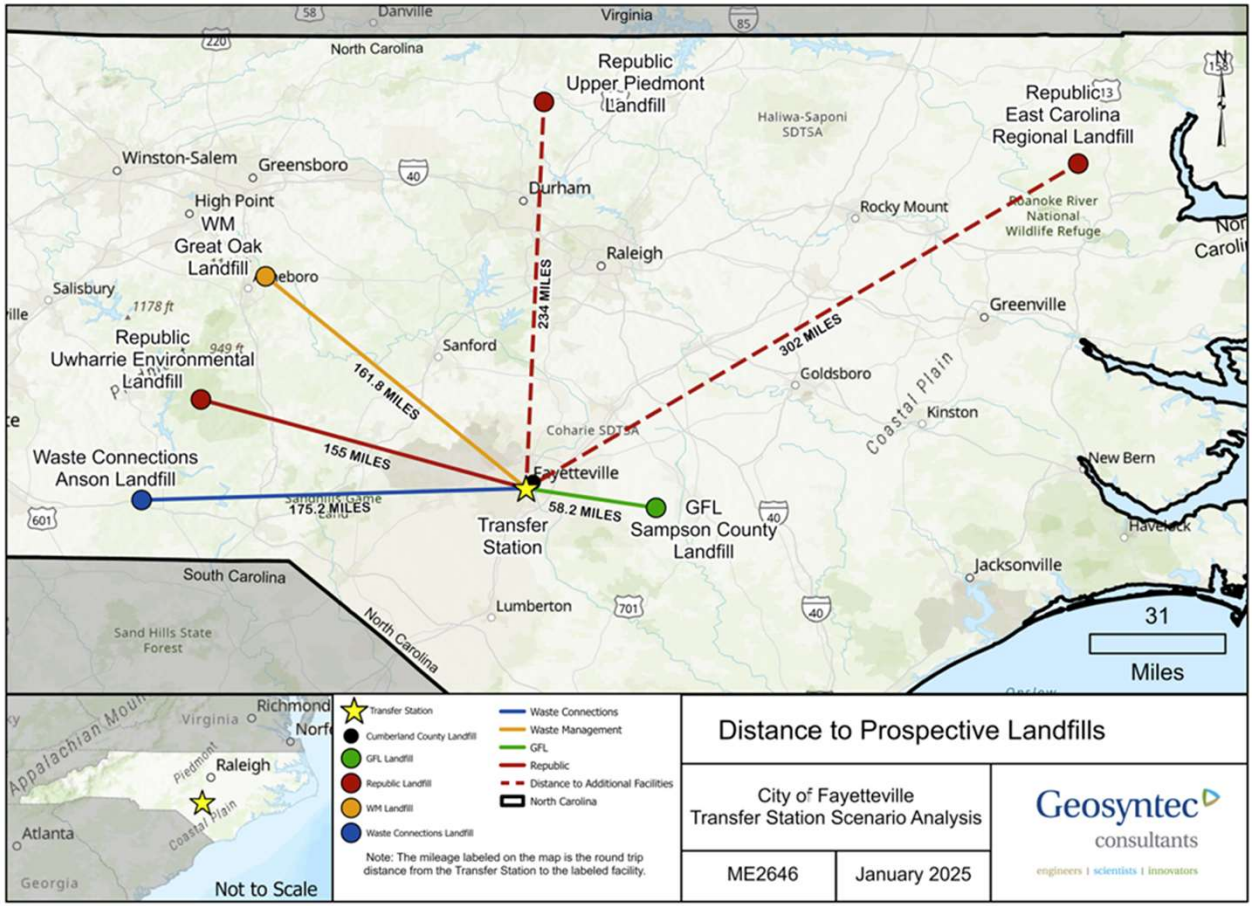
Cost Assumptions: Market pricing from an RFP may differ from previous analyses. Provides an opportunity to restructure the City fee sharing.

New Opportunities: Solicitations can lead to mutually beneficial arrangements. GFL may leverage its familiarity with the Transfer Station; it may also shift waste to County transfer.

Market Changes: An RFP can reveal new information or market synergies/risks. The waste management landscape is evolving, particularly in Cumberland County.

Updated Contract Arrangement: The new Agreement with GFL could include best practices like a fuel price escalator/de-escalator. Recommend pursuing a hybrid scenario "1A".

Additional Info. - Scenario 6 Background



Geosyntec consultants

CITY OF FAYETTEVILLE TRANSFER STATION LEASE/OPERATION RFP RESULTS

26 June 2025

Agenda & Acronyms

- Solid Waste Background
- Local/Regional Markets & Benchmarking
- RFP Process
- Analysis of RFP Results
- Lease & County TS Award Comparisons
- Sale Option Evaluation
- Recommendations & Next Steps

ACRONYMS

C&D	Construction & Demolition
HH	Household
LF	Landfill
MSW	Municipal Solid Waste
PDC	Practical Daily Capacity
RFP	Request for Proposals
TPD	Tons per Day
TPY	Tons per Year
TS	Transfer Station
YW	Yard Waste

Solid Waste Background

Each City HH pays two Solid Waste Fees:

a) *To City*: $275/yr for municipal solid waste (MSW) collection, processing & recycling

b) *To County*: $130/yr-HH ($9.3M) for disposal and citizen drop-off services

~60K Households → **~77K Tons of Material**

- **~64K tons of trash, YW & bulky waste** → County Anne St. LF: 94% (60K tons); City TS: 6% (4K tons)
- **~9.5K tons of recycling** → Pratt Industries



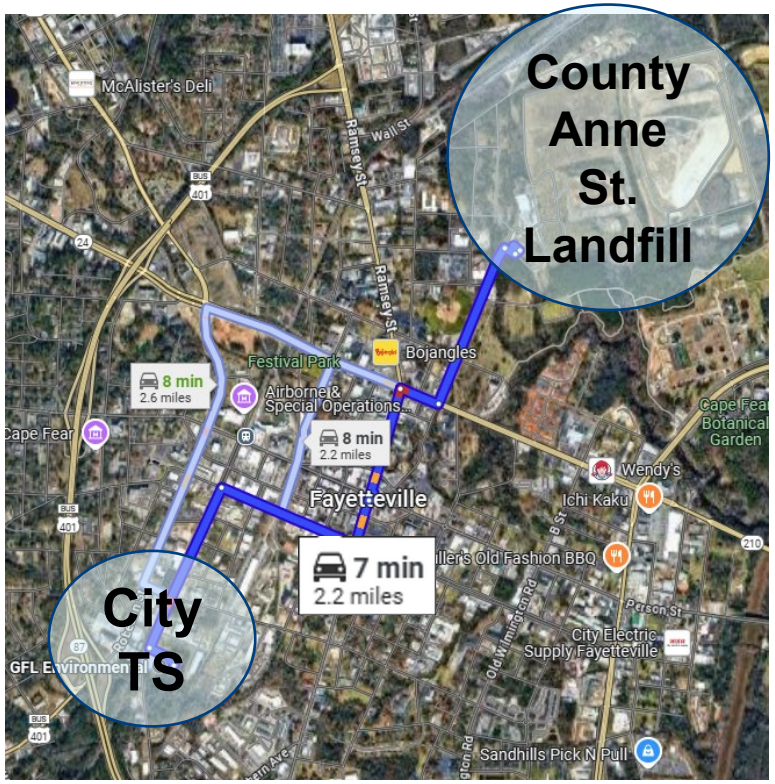
- City owns the Transfer Station at 533 Winslow St. on 9-ac parcel, plus permit, building, scales, misc.
- Since 2010, the City has leased to a private firm
- Originally Waste Industries, now GFL
- GFL paid City $266k in lease payments in 2024
- Lease agreement expires 14 September 2025
- Most large NC cities have TSs, but they vary in their owner/operator arrangement
- The City uses TS as a backup to disposal at County LF

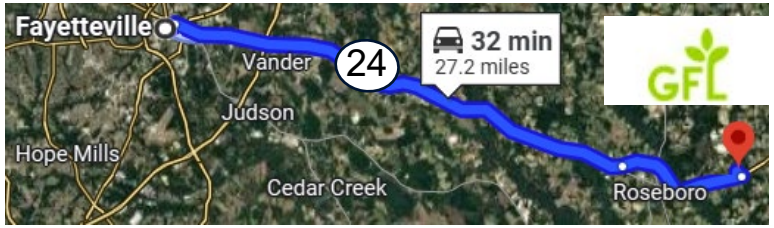


- Capacity (TPD):
  - 1500 Permitted (would need infra-structure changes to achieve)
  - ~950 Practical / Operating
- **Lease expiration prompted RFP process**

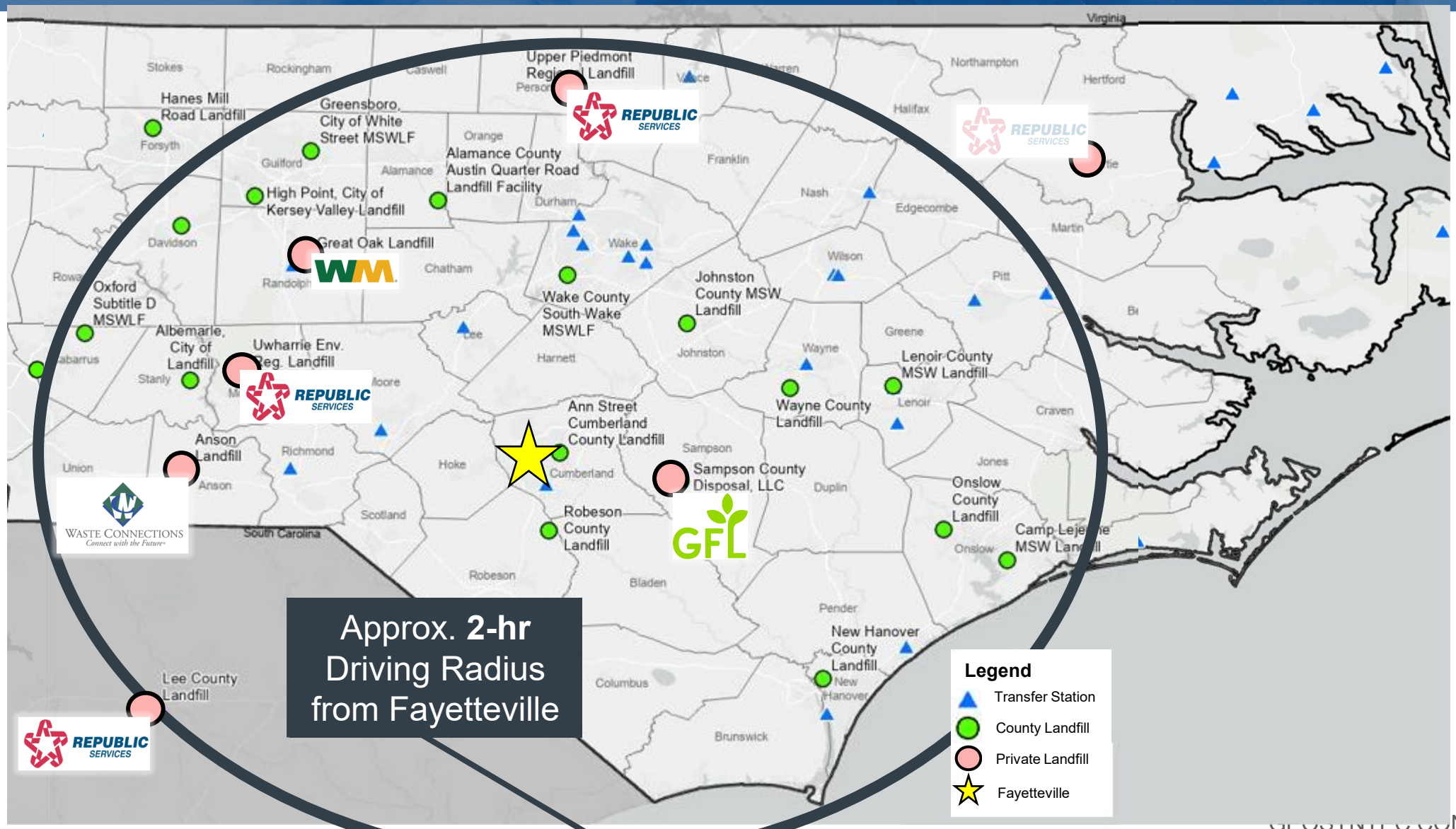
Local Waste Market and Relationships

- **GFL & WM**, two national companies, have a combined 80% market share for commercial/residential collection
- **City's TS** is only one in the market (for now), GFL's charges SWS/others ~$70/ton, and uses Sampson County LF for final disposal
- **County's Anne St. LF** is the only local landfill. It is short on remaining capacity but has potential for expansion. The City's SWS use of LF is primarily covered by the annual fee HH pays to the County.
- **GFL's Sampson County LF** is next closest (map below), remaining life: 15-30 yrs, Disposal fee: ~$25 - $45/ton
- **The County is planning a TS** at Anne St. LF to extend the remaining life.
  - County TS project likely to take up to 12 months & $5M+ to complete.
  - County has completed multiple vendor RFPs for construction (TBD), hauling, and disposal (GFL). It appears County intends to self-operate TS
- County annual solid fee paid by City HHs has increased by 132% from FY2022-24 ($56 - 130 per HH).
- This fee now equates to a cost of approximately $130 per ton for use of County LF, which is significantly above the latest market disposal price indicators.





Regional Waste Markets, Relationships and Infrastructure

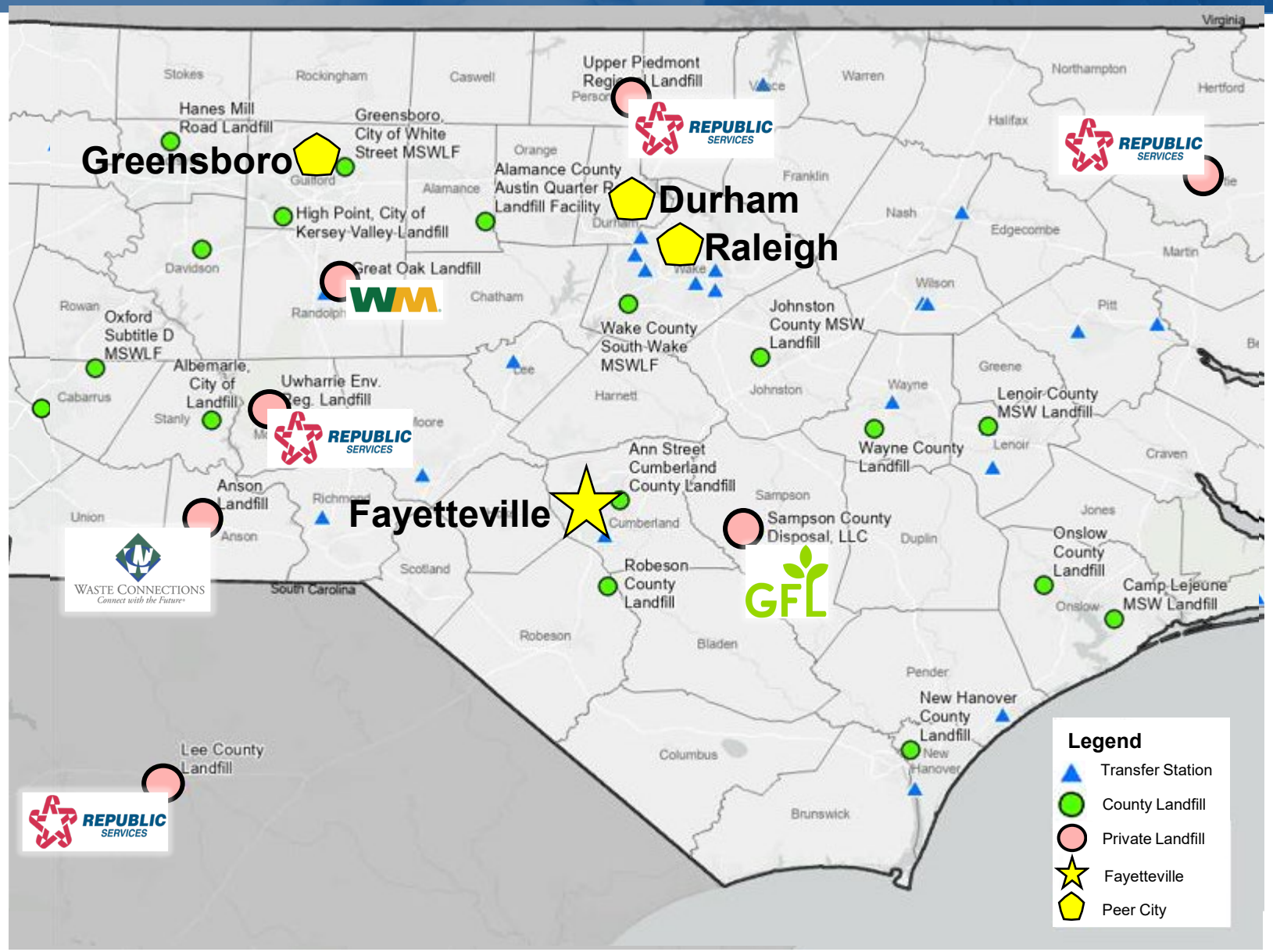


Regional Waste Markets, Relationships and Infrastructure

Top 6 Cities

- **Fayetteville:** TS on City-owned land, operated by GFL/Hilco. City owns contract, transfers MSW to Sampson County LF
- **Raleigh:** TS on City-owned land, operated by GFL/Hilco. The county manages the contract, transfers MSW to South Wake LF (County-owned).
- **Durham:** TS on City-owned land, operated by GFL/Hilco. City owns contract, transfers MSW to Sampson County LF
- **Greensboro:** TS operated by City, hauling by Hilco; transfers MSW to WM Great Oak LF
- **Winston-Salem:** No TS; Landfill is joint commission; City-County own/operate
- **Charlotte:** MSW goes to various landfills just east. It is in the process of developing its own TS system
- **Wilmington:** No TS; Landfill is county-owned/operated

Benchmarking Peer Cities



Peer City Host Benefits

Durham *most similar arrangement to Fayetteville:*

$5.81/ton goes to City. But City pays—

- ~$900/month for TS construction,
- $1,750/month to wash TS
- $125K fuel surcharges in 2025 so far
- Pays gate rate $60/ton to dispose

Raleigh:

- County manages contract, and pays City an annual lump sum ~4-5% of annual tipping revenue
- County owns the landfill where the MSW is transferred
- City paid for the previous tipping floor
- Pays gate rate

Greensboro:

- City charges $48/ton tipping fee
- Using Hilco to haul to WM Great Oak LF. City is largest customer.
- Republic and GFL have TSs in City

Benchmarking Peer Cities

Peer City Host Benefits

- **Fayetteville TS (*175K TPY/600 TPD*):** owns but contracts operations; GFL subcontracts Hilco to haul MSW to Sampson LF. Fayetteville's portion is ~4,000 tpy.
  - Currently pays ~$70/ton to dispose (gate rate is $85/ton)
- **Durham (*150K TPY/500 TPD*):** owns but contracts operations; GFL subcontracts Hilco to haul MSW to Sampson LF. Durham's portion is 55,000 - 60,000 tpy.
  - Pays $54.19/ton to dispose (gate rate minus benefit)
  - $5.81/ton benefit to the city per ton transferred on all tonnage
  - Pays Monthly: $900 for TS construction, $1,750 for floor wash, $14K fuel surcharges (FY25 avg)
- **Raleigh (*350K TPY/1100 TPD*):** owns land but County manages contract with GFL; GFL subcontracts Hilco to haul MSW to South Wake County Landfill, which is owned by County but operated by GFL
  - Pays $49/ton to dispose (same as gate rate), most of city waste goes to TS
  - 4-5% annual portion of annual TS tipping revenue benefit from the County, but is responsible for some costs, including environmental compliance and tipping floor resurfacing
  - County owns landfill, but unlike Fayetteville, LF is ~45-minute drive from TS
- **Greensboro (*230K TPY/750 TPD*):** owns and operates its TS, but subcontracts Hilco to haul MSW to WM's Great Oak Landfill about 35 miles away near Asheboro. Contracts with WM directly to pay landfill tipping fees.
  - Pays $49/ton to haul and dispose (same as gate rate – internal transfer)
  - Is single largest customer at Great Oak LF ~40% of landfilled waste there is from TS

Cumberland County TS RFP Responses

	Transfer Pricing	MSW Transport Proposed Pricing*	MSW Disposal Proposed Pricing*
GFL	No bid	**$20.00/ton**	**$25.00/ton**
WM	No bid	No bid	**$24.00/ton**
Republic Services	No bid	No bid	**$23.00/ton**
Waste Connections	No bid	No bid	**$30.00/ton**

*2023 Dollars

RFP Process Lease (Operation of TS)

PHASE 1

- City RFP process began in March 2025
- The process was successful in attracting two highly qualified respondents: GFL/WM
- Both responses offered competitive pricing for the City
- In initial RFP response, **WM indicated an interest in buying the TS** as an unsolicited alternative

PHASE 2

- Both parties were given the opportunity to clarify and enhance their lease offers and make a purchase offer
- Both parties responded positively to this opportunity
- WM and GFL were interviewed to outline their RFP response and further describe their proposals

Analysis of RFP Results

Request for Revised Offers		
Volume-Based Offer / Annual Expected	Annual Fixed Lease Offer	Tipping Fee for City Waste ($/ton)
$357,200 ($2.00/ton @ 179K tons)	**$329,000**	**$48**
$256,598 ($78K annual payment + $1.00/ton @ 179K tons)		$69

- Both respondents are high-quality and experienced national firms that own regional landfills
- SWS interviews with both firms provided insights for the City
- GFL's revised offer will result in a 24-34% higher future lease payment to the City
- GFL's $48/ton tip fee offer is a 31% decrease from the current contracted rate with GFL. The $46/ton (effective) tip fee is also ~15% lower than Durham's fee under its current 20-year operational agreement.
- This $48/ton fee is very favorable compared to the ~ $130/ton equivalent paid to the County for disposal at Anne St LF.
- The RFP process was successful,
- GFL proposed a superior pricing structure for the City

Historic Contract Fee Structure

Metric	2022	2023	2024
Tons Managed	195,443	200,146	178,598
Annual Rent	$64,839	$69,313	$73,749
Base Host Fee x ton (up until @ 115K tons)	$0.80	$0.83	$0.86
Addl. Host Fee x ton (for all tons above @ 115K)	$1.38	$1.43	$1.47
Total Fee	**$268,180** ($64,839 + $0.80*115,000 + $1.38*80,443)	**$286,068** ($69,313 + $0.83*115,000 + $1.43*85,146)	**$265,927** ($73,749 + $0.86*115,000 + $1.47*63,598)

Comparison with City of Durham Transfer Station Contract

City of Durham

most similar arrangement identified

$5.81/ton goes to City.

	TS tip fee	**$60.00 per ton gross paid by city**
Paid by City:	Hilco charges	$ 8.81 per ton for loading
		$ 25.74 per ton for hauling
	GFL LF tip fee	$ 17.64 per ton for disposal
	Other external charges	$ 2.00 per ton tax
	=	$ 54.19
		$ 5.81 per ton net payment to city

City pays additional costs—

- ~$900/month for TS construction and $1750/month for TS power washing
- $125K fuel surcharges (FY25 so far) = ~$14,000/month
- City pays gate rate net of benefit **$54.19/ton** to dispose of own waste (no internal $ transfer). Its waste is > 1/3 of total transferred waste volume.

$5.28/ton effectively goes to City when adjusting for the above costs

- City pays other fixed costs (scalehouse construction/operations, paving, etc.)

City of Fayetteville

revised GFL results indicated by RFP process

$2.00/ton net payment currently proposal to City. However, City pays—

- $0 for TS construction, repairs or capital improvements,
- $0/month to wash TS
- no fuel surcharges

The proposed tipping rate for the City to dispose, less the $2/ton benefit and assuming the $2/ton NC excise tax is paid by GFL) results in an effective rate of **$46/ton,** >$8 per ton lower than Durham's rate.

Transfer Facility Lease Comparison

	A Fayetteville 2024	B Fayetteville ** PDC	C Durham	D Raleigh	
1 Practical Daily Capacity	626	950	500	1,100	TPD
2 Practical Annual Capacity	179,000	271,700	150,000	350,000	TPY
3 Effective Gate Rate (Est)	$ 70.00	$ 70.00	$ 60.00	$ 49.00	Per Ton
4 Annual Revenue *	$ 12,530,000	$ 19,019,000	$ 9,000,000	$ 17,150,000	
5 Lease as Pct of Revenue	NA	NA	NA	4.5%	
6 Lease per ton	$ 2.00	$ 2.25	$ 5.28	$ 2.21	implied Per Ton
7 Lease Amount	$ 358,000	$ 611,325	$ 792,000	$ 771,750	
8 Value of Transfer Station	$ 18,000,000	$ 18,000,000	$ 25,000,000	$ 32,000,000	Est
Square ft under roof	12,000	12,000	15,000	25,600	
Cost per Square Ft	$ 1,500	$ 1,500	$ 1,667	$ 1,250	
9 Implied "Capitalized " Rate	2.0%	3.4%	3.2%	2.4%	
10 Percent of Annual Revenue	2.9%	3.2%	8.8%	4.5%	

Table Key and Notes

Green = calc/implied
Blue = estimate

* Revenue covers GFL's cost to run TS, lease, Hilco to haul to LF, and the LF disposal fee

** PDC = Practical Daily Capacity, est. based on historical max. throughput operations at City TS

Line 9 "Capitalized" rate = Line 7 / 8

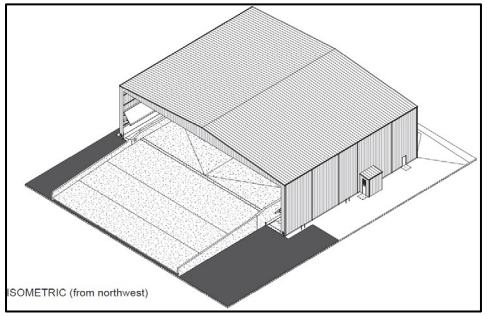
- The underlaying value of the transfer station facility needs to be considered when comparing leases
- Line 9 Columns "A" & "B" : Fayetteville's implied "capitalized rate" (2.0 - 3.4%) improves with volume and is within range of Durham and Raleigh Columns "C" & "D"
- Line 10 Column "C" Durham's 8.8% percent of revenue is high (but cap rate (3.2%) is in line with City's (Col "B")

Comparison with Cumberland County TS Award

Operations: 2023 $s

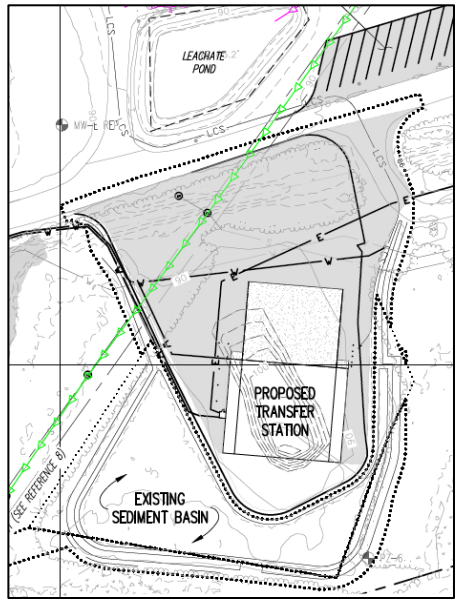
Transfer Pricing	MSW Transport Proposed Pricing*	MSW Disposal Proposed Pricing*
No bid	**$20.00/ton**	**$25.00/ton**

- County received $45/ton ($20 + $25/ton) bid from GFL for transport and disposal
- Unlike the City, the County will run operations (loading, scales, construction, etc.)
- The < $3/ton delta between GFL's $48 proposed tip fee for City compared to County's $45, is approx. cost per ton of running TS building/loading operations
- County will construct 750 TPD / 18K sq. ft. floor/building w/ scales and water line
- Recent award to O'Connor Company for $5.5M ($4.7M w/o scales and water line)



Construction: 2025 $s

	BIDDER	BASE BID Transfer Station	Add 1 Pit Scales	Add 2 Waterline Installations	TOTAL
1.	O'Connor Company	$4,618,860[1]	$185,685	$658,799	$5,463,344
2.	M&E Contracting	$5,272,928	$183,000	$553,069	$6,008,997
3.	Shook Construction Co.	$5,804,918	$198,336	$881,105	$6,884,359



Recommendations and Next Steps – County

1) Have discussions with the County to address their intent, interests and fees based on latest market indications.

Considerations for County Discussions
Discuss if redirecting City tons to the TS is favorable to the County's plans to extend the life of their LF
If the County redirected tons to the City's TS in the short term would the County benefit by deferring the construction of the $5M plus County TS
Address the fact that the County solid waste fee has resulted in a much higher than market disposal price for City Citizens. Negotiate reduced solid waste management fee for City citizens or a refund to the City to cover transfer costs

TS Sale Option Evaluation

	Offer
GFL	$18M
WM	$840K

- Both parties made purchase offers, but they are divergent
- **WM's** offer reflects a real estate value only, does not suggest a strong interest, and as such does not warrant further consideration
- **GFL's** offer reflects the combined economics of their profit at the Sampson County LF, logistic benefits to their collection operations, and their intention to grow their market share
- The $18M offer appears to be within the (lower end) of the reasonable range on a cost basis, for land, improvements, and permits compared to conceptual cost estimates reviewed across the US (we did not conduct a fair market value analysis).
- GFL's offer is a significant premium in comparison to their lease offer, it represents 50 years of projected annual lease payments $18M /$357k
- GFL's offer was superior to WM's and suggests GFL more highly values owning over just effectively controlling the TS under a lease
- Offering GFL a longer-term contract may result in higher negotiated lease benefits to City

Recommendations and Next Steps – GFL

1) Initiate final negotiations with GFL for a new TS lease.
2) Evaluate opportunities to leverage new lower tip rate to increase utilization of TS, based on results of County conversations and additional volumes that may be available (i.e. Zero Waste volume estimated to be ~7.3K tons).

Considerations for GFL Negotiations
GFL may offer a higher lease for an extended lease-term (e.g. 15 years instead of 7)
Request a lease provision that enables the City to deliver, at its option, all City and/or City-contractor related waste volumes to the TS after a short notice period to GFL
Ask for hybrid model pricing with a flat annual rate *plus* per-ton structure, or request a minimum tonnage or payment guarantee under the per-ton model (*put or pay* model). Example: minimum of 100K outside (non-City) tons or contractor pays what would have been the per ton revenue to City

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS

CITY OF FAYETTEVILLE TRANSFER STATION LEASE, OPERATION, AND MAINTENANCE

COF1516947

ISSUED: MARCH 21, 2025

DUE: APRIL 21, 2025

The City of Fayetteville, North Carolina seeks proposals from qualified vendors to lease, operate, and maintain the solid waste transfer station located at 583 Winslow Street.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PURCHASING MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

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

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

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

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

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

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **April 21, 2025 (2 p.m. EST)** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

TRANSFER STATION LEASE, OPERATION, AND MAINTENANCE

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

Plans, specifications, and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov.

The City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

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1 PURPOSE AND BACKGROUND

1.1 INTRODUCTION

The City of Fayetteville, North Carolina (the "City"), by and through its Public Services Department & Solid Waste Division, requests proposals from qualified contractors (Contractors) to provide solid waste management services at the City's solid waste transfer station (Transfer Station) located at 583 Winslow Street, Fayetteville, NC 28306. This request for proposals (RFP) solicits bids from qualified municipal solid waste (MSW) service providers to lease, operate, maintain, and manage the transfer station to include hauling and disposal of acceptable solid waste (Acceptable Waste).

The City seeks qualified Contractors with at least five (5) years of operational and management experience of similar transfer stations in accordance with federal and state requirements. Specific services to be provided would include the following:

- Lease of the City's Transfer Station property
- Solid waste services related to operation and management of the Transfer Station:
    - Acceptance of Acceptable Waste
    - Transfer of MSW and loading into long-haul trailers
    - Transport of MSW from transfer station to respective disposal facility
    - Final disposal of all Acceptable Waste
- Provision, full maintenance, and repair of the necessary transfer station equipment and property, to include the following:
    - Loading, handling, and packing equipment (yellow iron); scales; tractors and trailers; heisters (if needed); etc.
    - Transfer station building, tipping floor, tunnel, scales, scale house, travel and parking surfaces, stormwater pond, other site infrastructure, etc.
- Adherence and compliance with environmental and safety standards, permits, and all local, state, and federal regulations.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section 2.3. Failure to follow these instructions may be considered a nonresponsive proposal and may result in immediate elimination from further consideration.

The City will receive proposals at the time and place noted in Section 2.3. At that point, the City will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a Contract is awarded.

1.2 Background

The Transfer Station was constructed and leased by Waste Industries, LLC, the original contracted operator for the facility. Their construction completion certificate was issued by the City on September 14, 2010, and the initial lease agreement was for fifteen (15) years. In 2018, Waste Industries and GFL Environmental Inc. merged, making GFL the contract and lease holder, with an expiration date on the current contract of September 14, 2025. The Transfer Station is therefore

currently operated, managed, and maintained by GFL, and who has made multiple improvements to the transfer station in recent years including building repairs, scale house/scales enhancements, stormwater pond improvements and other infrastructure additions.

The Transfer Station serves as a vital transfer point for MSW generated in the City of Fayetteville, Cumberland County, and the surrounding area. Any nonrecyclable solid waste that is being accepted at the Transfer Station is currently being hauled to Sampson County Landfill, located approximately twenty-eight (28) miles away.

1.2.1 Facility Description

The Transfer Station is located at 583 Winslow Street, Fayetteville, NC 28306 on a 9.4-acre parcel (parcel ID 0437-31-2400) of land. The entrance and exit for the facility are on Winslow Street providing access for trucks, trailers, and other large equipment. The areas directly surrounding the Transfer Station building houses the main operations areas and the scale house. There are large tree buffer areas on the east and south sides of the property. The south side of the parcel also includes a stormwater management pond (Attachment A).

Transfer Station Description

The facility has a climate-controlled scale house with two-way scales and a ticket generation system. The transfer building has a recessed tunnel with in-line scales so that the weight on the scales is visible on a load weight screen as trailer loading occurs. Total daily amounts of permitted solid waste have recently been averaging between 800 and 1200 tons, with maximum daily capacity of 1500 tons.

Other Site Features

The current contractor maintains a stormwater pond on the Transfer Station property with pond buffer plantings designed to be a catchment for runoff from the Transfer Station site. The stormwater pond, which had recent construction completed in 2024 by GFL, has level spreaders to stabilize vegetative surfaces from effects of discharge from the pond. Other site features include Jersey barriers, a parking area for trailers on the east side of the property, and a small parking lot for employee personal vehicles near the scale house. All the features listed here are part of the Transfer Station property, and maintenance, upkeep, and any other associated costs are the responsibility of the Contractor.

1.2.2 Solid Waste Quantities

The amount of MSW and recyclables managed by the current contract at the Transfer Station between fiscal year (FY) 2021 to FY 2024 is shown in Table 1. The amount of MSW historically delivered to the facility varied based on daily, weekly, monthly, and seasonal fluctuations and the quantity of waste that the contractor was able to solicit and transfer (within permitted limits). The quantity of waste received at the Transfer Station also may vary based on waste generation rates, waste reduction and diversion rates, haulers downtime, and the availability and use of alternative disposal sites by commercial haulers. In addition, future changes to Cumberland County's landfill operation located in Fayetteville could influence waste receipt at the Transfer Station.

Table 1: Waste Received at the Transfer Station (Source: Laserfiche records; NCDEQ, NC Waste Disposal Reports for FY 2021-2024)

Total Annual Waste Received		
Fiscal Year	**MSW (tons)**	**Commingled Recyclables (tons)**
2020–2021	208,050	3,042
2021–2022	195,443	2,391
2022–2023	200,146	2,355
2023–2024	178,598	630

The City does not guarantee quantities indicated in Table 1 or the actual amounts to be managed and hauled over the life of the Contract.

1.3 Key Terminology and Definitions

The following glossary of terms and definitions was largely prepared using the North Carolina General Statutes (NCGS), Title 15A of the North Carolina Administrative Code, unless otherwise noted.

"**Acceptable Waste**" means solid waste that is not a regulated hazardous waste or regulated medical waste as described by Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.), Title 15A of the North Carolina Administrative Code, Subchapter 13B, or any other Applicable Law, and will not pose a threat to health or public safety, or cause injury to, or adversely affect the operation of the Transfer Station or disposal facility. Acceptable Waste includes MSW as defined by N.C.G.S. 130A-290(a)(18a).

"**Applicable Law**" means any law, statute, order, decree, injunction, license, permit, consent, approval, agreement, or regulation of any governmental authority having jurisdiction over the matter in question or other legislative or administrative action of a governmental authority, or final decree, judgment or order of a court that relates to the performance of Work hereunder or the interpretation or application of this Contract.

"**City**" means the City of Fayetteville, North Carolina, including its departments, divisions, personnel, and agents.

"**Contract**" means this agreement between the City and the Contractor, including any and all attachments, exhibits, and written amendments thereto.

"**Contract Officer**" **(CO)** means the City employee responsible for managing the Transfer Station Contract with the Contractor.

"**Contractor**" means the respondent, vendor, or bidder to this RFP and/or refers to the successful awardee of this contract.

"**Contract Year**" means twelve (12) consecutive months beginning on the commencement date and every consecutive twelve (12) months thereafter for the term of the Contract.

“Consumer Price Index (CPI)” means the weighted average price of a market basket of consumer goods and services, and in this case references the “All Urban Consumers” - All Items in South – Series ID CUUR0300SA0, published by the United States Department of Labor, Bureau of Labor Statistics.

“**Disposal Facility**” means a solid waste disposal facility, which has received all of the necessary permits and approvals from the appropriate environmental regulatory agencies and that lawfully may receive and dispose of Acceptable Waste.

“**Disposal Fees**” means the fees the Contractor may charge, on a per ton basis, for disposal of Acceptable Waste at the Transfer Station. Fee may vary by material type.

“**Environmental Laws**” mean any Applicable Law that requires reporting of or relates to (i) the release or threat of release of pollutants or hazardous substances, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the environment (including surface or subsurface real property, soil, surface or groundwaters, air quality, plant and animal life and other environmental medium or natural resource), (ii) protecting resources, species or ecological amenities, (iii) reducing to acceptable levels the risks inherent in the transportation of pollutants, hazardous substances or other potentially harmful substances, (vi) cleaning up pollutants that have been released, preventing the threat of release or paying the cost of such cleanup or prevention, (iv) making responsible persons pay for damages done to health or the environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets, or (v) or other protection of health or the environment.

“**Governmental Authority**” means any national, state, or local government; any political subdivisions thereof; or any governmental, quasi-governmental, judicial, public or stationary instrumentality, administrative agency, authority, body, or other entity having jurisdiction over the performance of the Work, the project, or its operations, or the health, safety, or environmental conditions of the project or the site , or otherwise over the parties hereto.

“**Hazardous Substances**” means any hazardous or toxic substances, materials or wastes, including those substances, materials, and wastes listed by the United States Environmental Protection Agency (USEPA) as hazardous substances under 40 Code of Federal Regulation (CFR) part 302 and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including, without limitation, any material, waste, or substance that includes petroleum, asbestos, polychlorinated biphenyls, defined as a hazardous substance or hazardous waste under applicable local, state, or federal law or the equivalent under the applicable foreign laws, designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as hazardous substances pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, hazardous substances shall include what are commonly termed “household hazardous wastes,” including “universal wastes,” as defined under the Resource Conservation and Recovery Act, (batteries [lead-acid or other], fluorescent light tubes) compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.

"**Household Hazardous Waste"** means household products or wastes that contain corrosive, toxic, ignitable or reactive ingredients, including products such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients.

"**Materials Recovery Facility (MRF)**" means a facility at which recyclable materials are processed to recover marketable commodities or recovered materials.

"Municipal Solid Waste (**MSW)**" means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

"**Non-Acceptable Waste**" means the waste that cannot be accepted at the Transfer Station or designated disposal facility because of permitting restrictions. Examples include explosives, pathological and biological waste, hazardous waste, radioactive materials, foundry sand, sanitary sewage and other dilute liquid waste, human remains and large quantities of animal remains, motor vehicles, agricultural and farm machinery and equipment, crank case oils, cutting oils, and paints.

"**Recovered Materials**" means materials that have known potential to be feasibly used, reused, or recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In order to qualify as a recovered material, a material must meet the requirements of N.C.G.S. 130A – 309.05 (c).

"**Recyclable Materials or Recyclables"** means materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

"**Request for Proposals (RFP)**" means the competitive procurement for solid waste services released by the City on March 21, 2025, to which the Contractor responded and was selected for service by the City.

"**Site**" means the Project Site and such other portions of the Transfer Station location and property upon which the Work is occurring.

"**Solid Waste**" is defined under N.C.G.S. 130A-290 (a)(35) and refers to any nonhazardous, unrecyclable waste material that must be disposed of.

"**State**" means the State of North Carolina and all of its appropriate administrative, contracting, and regulatory agencies and offices.

"**Subcontractor**" means an individual, firm, or corporation having a direct contract with Contractor for the performance of a part the Work contracted for by the City under this Contract.

"**Tipping Fee**" means the fee charged by solid waste disposal facilities (commonly landfills) to entities disposing of solid waste. The fee is based on the weight of the waste being disposed.

"**Ton**" means two thousand (2,000) pounds.

"**Trailer**" means a wheeled container for transport from the Transfer Station to the appropriate facility.

"**Transfer Station**" means the existing transfer station located at 583 Winslow Street, Fayetteville, NC.

"**Work**" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract.

2 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

2.1 Proposal Overview

The City of Fayetteville is seeking qualified firms to lease, operate, and maintain the Transfer Station at 583 Winslow Street, Fayetteville, NC 28306 and undertake other obligations outlined in the RFP. The Contract shall contain terms and conditions substantially like those outlined in this RFP. The City will not exercise any supervision or control over Contractors or personnel.

This RFP includes the base RFP document, those attachments incorporated herein, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the Contractor agrees to meet all terms and conditions stated in this RFP.

2.2 Proposal Contact

This RFP and any subsequent action taken as a result thereof are issued by the City's Purchasing Office on behalf of the City. Proposal responses should be directed specifically, as outlined herein. Regarding this RFP and subsequent procurement process, Contractors shall make NO CONTACT, either written or verbal, with any City employee, staff member, or Council members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Contractor to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Contractor from award for items or services on this RFP.

2.3 Proposal Submission Requirements

Vendors are required to submit one (1) signed original proposal, five (5) hard copy proposals, and one (1) electronic copy of the proposal on a USB flash drive. The electronic copy must be in a **PDF** format, be readable without passwords, and include all necessary documents. Each Contractor is required to submit its proposal in a sealed package with Contractor's name, RFP number, and proposal closing time/date marked clearly on the proposal submission. The proposal packages shall be arranged and presented as stipulated in Section 2.8. **The City will receive proposals no later than 2:00 p.m. EST, April 21, 2025.** The proposal packages are to be delivered to:

Mailing Address	**Office Address**
PROPOSAL TITLE: City of Fayetteville Transfer Station Lease, Operation, and Maintenance	PROPOSAL TITLE: City of Fayetteville Transfer Station Lease, Operation, and Maintenance

City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301	City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301

Electronic submissions via email or fax will **not** be accepted. Proposals must arrive by the deadline regardless of the delivery method. Contractors are responsible for ensuring timely delivery; any proposals received after the submission deadline will be rejected.

Confidential information must be clearly marked as "CONFIDENTIAL" on each applicable page, and Contractors must provide a redacted version for public record requests.

2.4 RFP Terms and Conditions

By submitting a proposal, Contractors agree to comply with all terms, conditions, and specifications as outlined in this RFP. This includes the City's Contract requirements, Contract terms and conditions, and any addenda issued prior to contracting. The terms specified in this document will form part of the final Contract between the City of Fayetteville and the selected Contractor.

If a Contractor wishes to propose changes or exceptions to any terms or conditions, they must submit any proposed changes as questions during the open question submission period identified in Section 2.7. The City reserves the right to reject proposals that do not meet the specified requirements or propose changes to key terms without prior approval.

The City's Purchasing Department reserves the right to

- reject any or all proposals,
- cancel or modify the solicitation at any time, and
- request clarifications from Contractors as needed.

Contractors shall maintain the pricing, terms, and conditions of their proposal for a minimum of 120 calendar days from the proposal due date. The selected Contractor will be bound by their proposal upon award of the contract.

2.5 Schedule

The City has established the following schedule for the procurement process:

Task/Activity	Event Date and Time
Issuance of public RFP	March 21, 2025
Question submission deadline	April 4, 2025 (2 p.m. EST)
Responses to all submitted questions	April 11, 2025 (2 p.m. EST)
Proposal submission deadline	April 21, 2025 (2 p.m. EST)
Bidder interviews (if necessary)	April 22 – May 2, 2025
Target for Notification of selected contractor	May 9, 2025
Target to Execute contract	May 9 – June 16, 2025
Commence operation	September 14, 2025

2.6 Transfer Station Site Visit

Visits to the Transfer Station can be arranged with the City prior to the deadline for submitting questions on April 4, 2025. Contact Kimberly Toon via email kimberlytoon@fayettevillenc.gov to set up a visit time.

2.7 RFP Questions

Contractors are encouraged to submit written questions if they require clarification on any portion of the RFP. All questions must be submitted in writing via email to:

Email: kimberlytoon@fayettevillenc.gov
Subject Line: RFP – Transfer Station Lease, Operations and Maintenance

The deadline for submitting questions is **April 4, 2025, at 2:00 p.m. (EST)**.

Responses to all questions will be issued via an official addendum on April 11, 2025, by 5 p.m. EST. The addendum will be posted on the City of Fayetteville's Purchasing website. No questions will be answered via telephone or in-person communication. Contractors are advised to rely solely on written addenda for any clarifications or updates to the RFP. The addenda will become part of the official RFP document.

2.8 Proposal Format and Content Requirements

The Contractor's proposal must include the required sections below. Proposals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The tabbed sections and appendices shall be named as noted below. Complete responses are required, and failure to submit this information may render the proposal nonresponsive. All submittals must contain the following requested information:

2.8.1 Company Information and Executive Summary

Each Contractor must begin their proposal with an introduction that provides the following details:

Company Information:

- **Firm Name and Business Address:** Include the official legal name, business address, phone number, fax number, and email address of the firm submitting the proposal.
- **Legal Structure:** Identify the legal nature of the firm (corporation, partnership, sole proprietorship, etc.) and provide the names of all principals, officers, and the project team key personnel.
- **Year Established:** Provide the year the firm was established, including any former firm names and years of establishment, if applicable.
- **Authorized Negotiator:** Include the name, title, address, phone number, and email of the individual authorized to negotiate on behalf of the firm.

Executive Summary:

- Provide a high-level overview of the firm's technical approach to providing the requested services. The respondent should highlight key strengths, approaches, and capabilities in meeting the RFP requirements. This summary should be written in plain language (i.e., nontechnical) and should focus on the firm's overall value to the City and understanding of the RFP.

2.8.2 Firm Qualifications and Experience

In this section, the Contractor must provide a comprehensive overview of their firm's qualifications and experience, specifically related to solid waste management, operation of Transfer Stations, and similar services. This section of the proposal should include the following information:

Qualifications: The proposal should provide a detailed description of the firm's history, focusing on prior government or municipal contracts, including solid waste management services, including transfer station operations and waste and/or material handling and hauling. **Qualified firms are limited to those that have operated and maintained a solid waste transfer station within the past five (5) years in accordance with federal and state requirements.**

Performance and Case Study References: Contractor should demonstrate all relevant experience providing solid waste management services within the past five (5) years. Respondents should focus on recent projects that illustrate the firm's current capacity and expertise by briefly describing example projects or contracts. If relevant, the Contractor should identify differences and similarities to requested scope of services and then explain how any differences would be accommodated.

Contractor should provide **at least three (3) case studies with references** for which the Contractor is or has provided services like those required herein, **within the past five (5) years**. Contractor is welcome to provide additional case study information, but all examples should demonstrate the quality of its services and/or the value delivered to perspective client.

Non-Performance History: Contractor should document its past performance history by providing a description of all criminal actions against the Contractor pertaining to solid waste services during the last five (5) years. Contractor should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars ($10,000) or more per contract per contract year against the Contractor during the last five (5) years. For each such occurrence, Contractor shall provide the following:

- Name of the claim, arbitration, litigation, or action
- Name of the claimant
- Date of alleged occurrence
- Amount at issue, if applicable
- Criminal or civil charges alleged, if applicable
- Disposition of the claim, arbitration, litigation, or action

Performance history may be limited to North Carolina. However, if Contractor has no existing service history within North Carolina, then a nationwide performance history must be submitted. If there are no such infractions/actions, Contractor should so state.

Financial Capability: Contractor shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Contractor should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.

Previous Experience: Contractor shall identify if it has previously provided services for the City, what services were provided, and the terms of such services. Any previous partnership with the City will be evaluated and considered as part of the qualification criteria.

2.8.3 Staff Qualifications and Expertise

The Contractor shall provide details on the key personnel who will be assigned to this project and how the proposed team provides the City an expert, reliable, and experienced staff to operate and manage the full set of services required at the Transfer Station. This section should include the following:

- **Organizational chart:** An organizational chart showing the structure of the project team, including key project staff such as the Project Manager and other critical roles and responsibilities.
- **Staffing:** Description of the firm's approach to staffing, ensuring that there are sufficient resources and capabilities available to meet all Contract requirements and that personnel are properly trained and certified where necessary. Indicate whether key personnel were involved with case study examples and in what capacity they were involved.
- **Resumes:** Resumes of key personnel that detail their qualifications, experience, and specific roles on the project. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for the services to be provided to the City at the Transfer Station.

2.8.4 Requirements and Documentation

Contractors must address the following additional requirements in their proposals:

- **Timeline:** Provide a proposed schedule/timeline for transition in operation and management of the Transfer Station.
- **Licenses and Certifications:** Include documentation of any required licenses, permits, or certifications the Contractor deems necessary to perform the services outlined in this RFP.
- **Insurance:** Provide proof of insurance coverage that meets or exceeds the requirements specified in the RFP, including General Liability, Workers' Compensation, and Vehicle Insurance.
- **Exceptions or Deviations:** Clearly identify any exceptions or deviations from the RFP requirements and include an explanation of the rationale behind each exception.

- **Subcontractors:** List all proposed subcontractors. The City must approve all proposed subcontractors that will be used in the performance of the work. Approval requires submission of a written request (this section) documenting why the subcontractor is needed. Therefore, please identify any and all subcontractors and describe their expertise and role in providing services for this RFP. Describe any prior experience or engagement with the subcontractor. The Contractor may subcontract the MSW hauling services or other specific services as describe within to a qualified and experienced firm.

2.8.5 Proposed Pricing

Contractor should describe their proposed pricing for the services requested by the City. The description and narrative should align with the information submitted in the Pricing Form (Attachment C). Should the Contractor choose to put forth any additional pricing considerations, they should do so here, but should still fully complete Attachment C.

Attachment C requests the Contractor to complete the pricing form that includes both the Base Pricing Structure Proposal (C-1) and the Alternate Pricing Structure Proposal (C-2). Contractor may also include any additional proposed pricing model, as suggested above.

2.9 Evaluation Process

Proposals will be evaluated by a selection committee consisting of City personnel and will be based on the criteria outlined in the RFP. The evaluation process follows this step-wise process:

1. **Identification of qualified bidders**

The selection committee will review all proposal submitted by the deadline and evaluate which respondents are qualified. This evaluation will be based on whether the proposal

- Includes all required forms,
- contains the requested technical and cost components, and
- satisfies the required qualifications as stated in Section 2.8.2

The City is not bound to accept a proposal solely on the basis of lowest price and will initially evaluate qualified bidders based on the above criteria.

2. **Evaluation of proposals from qualified bidders**

Only proposals of qualified bidders will be fully evaluated by the selection committee. Evaluation of these proposals will include review and assessment of the following components and criteria:

Company Information and Executive Summary

- Overall technical approach
- Disclosure of company information
- Demonstrated understanding of City's requested services

Qualifications and Experience of Firm

- Illustration of firm's qualifications to provide requested services

- Demonstration of firm's experience providing requested services
- Minimum of three case studies with references, within past five (5) years

Staff Qualifications and Expertise

- Inclusion of necessary personnel content
- Demonstration of staff capacity and experience
- Alignment of key personnel with case study examples
- Demonstration of successful operation and management of transfer station

Requirements and Documentation

- Documentation of required licensure, permits, insurance, and certifications
- Proposal Cover Form (Attachment B)
- Subcontractor justification
- Timeline for operations and management transition

Proposed Pricing and Financial Stability

The Contractor must demonstrate financial stability to illustrate the capacity to meet the terms of the Contract. Contractors shall submit financial statements with their proposals. Those financial statements shall include the most recent audited financial statement or Dun & Bradstreet report. This documentation must demonstrate the Contractor's financial ability to provide services and complete the contract.

- Documentation of financial stability (Attachment D)
- Proposed base pricing form and alternative pricing form (Attachment C)
- Overall best value to the City

3. Proposal ranking and shortlist identification

Fully evaluated proposals will be ranked according to the scoring of each proposal via our evaluation criteria (below). From the ranking process, the City will determine a shortlist of potential respondents that will be considered for invited interviews. Evaluation of written submissions by the selection committee may be followed by interviews of shortlisted bidders, if necessary. The City's final decision may also be based solely on the written proposals. The City reserves the right to request additional information from the Contractors and to reject any and all proposals.

PROPOSAL EVALUATION CRITERIA	
Lease, Operation, and Maintenance of Transfer Station	
Criteria	Max Score
Company Information and Executive Summary	15
Qualifications and Experience of Firm	30
Staff Qualifications and Expertise	15
Requirements and Documentation	10

Proposed Pricing and Financial Stability	30
Total Maximum Points Allowed	100

Evaluation Parameters

4. **Interviewing shortlisted respondents**

The City will identify, contact, and schedule interviews with any respondents. Those respondents that interview will be further evaluated based on information from both the proposal and interview, and a new and final ranking will be arrived at.

5. **Contract negotiations with selected contractor**

The top-ranked respondent will be notified, and contract negotiations will be initiated by the City. The City reserves the right to negotiate terms and conditions with the selected Contractor before finalizing the contract. If negotiations fail, the City may enter negotiations with the next highest-ranked Contractor. The final decision for awarding a contract will be made by the City, and all Contractors will be notified of the City's decision in writing.

At the City's sole discretion, the City reserves the right to:

- Supplement, amend, substitute or otherwise modify this RFP solicitation at any time;
- Cancel this RFP solicitation with or without the substitution of another;
- Take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of the City;
- Issue additional requests for information;
- Require one or more vendors to supplement, clarify or provide additional information in order for the City to evaluate the proposals submitted;
- Conduct investigations with respect to the qualifications and experience of each vendor;
- Waive any defect or irregularity in any proposal received;
- Reject any or all proposals;
- Share the proposals with City employees other than the evaluation committee or City advisory committees as deemed necessary;
- At the discretion of the City, discuss and negotiate with the contractor currently operating the transfer station any terms and conditions in the proposals including but not limited to financial terms; and
- Execute any contract deemed by the City to be in the best interest of the City.

2.10 RFP Checklist

To assist respondents, we provide a list of items required in your proposal submission. Please use Attachment F to keep track of the contents in your proposal and **include the checklist as part of your proposal**.

3 NOTICE TO CONTRACTORS

This section outlines key notices for Contractors submitting proposals in response to the RFP. Contractors must review and comply with all notices to ensure their proposal meets the submission requirements and is considered for contract award.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve the bidder of any obligations with respect to this RFP or the Contract. Contractors shall make their own determination as to conditions under which the services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create without extra cost to the City.

3.1 Legal Compliance

All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this RFP and the Contract throughout.

3.2 Nondiscrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equitably during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.3 Modification or Withdrawal of Proposal

A Contractor may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Contractor may not withdraw or modify its proposal after the proposal submission deadline.

3.4 Duration of Proposal

Each Contractor shall be bound by its proposal for a period of one hundred and twenty (120) calendar days from the proposal submission deadline.

3.5 Prohibited Communications

During the time the procurement is active—from the date the RFP is issued through the date the Contract is awarded—each Contractor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communication with any person inside the City (including elected officials and the City's contracted consultants) if the communication refers to the content of Contractor's proposal or qualifications, the contents of another

Contractor's proposal, another Contractor's qualifications or ability to perform the Contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the Contract.

A Contractor not in compliance with this provision shall be disqualified from Contract award, unless it is determined in the City's discretion that the communication was harmless, that it was made without intent to influence, and that the best interest of City would not be served by the disqualification. A Contractor may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications, or transmittals of information authorized or initiated by the City for this RFP or general inquiries directed to the City regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

3.6 Confidentiality

Contractors are responsible for identifying any information they deem confidential in their proposal by clearly marking the relevant pages as "CONFIDENTIAL." Such information may include trade secrets or proprietary data. The City will maintain confidentiality to the extent permitted by law, following N.C.G.S. 132-1.2. Information marked as confidential must be accompanied by a redacted copy, and the Contractor must provide a justification for the requested confidentiality. Cost and pricing information cannot be marked as confidential.

The City reserves the right to determine whether information marked as confidential qualifies for protection under applicable laws.

3.7 Precontract Expenses

In no event shall the City be liable for any expenses incurred in the preparation of a Contractor's proposal or any other expenses incurred prior to execution of a Contract by both parties.

3.8 Protest Procedures

Any Contractor objecting to the award of the Contract resulting from the issuance of this RFP may file a protest with the City or a court of competent jurisdiction. If submitted to the City, the protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. Such protests must be filed with the Purchasing Department by email to kimberlytoon@fayettevillenc.gov. The protest shall be filed no later than 3:00 p.m. of the tenth (10th) day after notification of Contract award.

3.9 Contractor's Warranties and Representations

Contractor warrants and represents that it will provide qualified personnel to provide services under the Contract in a professional manner. The term "professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

Contractor represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, vehicles, equipment, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Contractor to provide and deliver the services. The Contractor may also indicate and adequately describe their ability to subcontract for any of the above needs and services.

Contractor warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the City under this RFP or the Contract.

Contractor warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract or order by any court of competent jurisdiction.

3.10 Proposal Compliance

Proposals must comply with all instructions and requirements outlined in this RFP to be considered responsive. Noncompliant proposals may be rejected. It is in the Contractor's best interest to submit a proposal that is clear and concise and follows the organization and structure provided in the RFP.

3.11 Signed Proposals

Proposals must be signed by an authorized representative of the Contractor. The City will prepare the final Contract documents based on the name and legal structure of the proposing entity as submitted in the proposal. It is essential that the Contractor sign the proposal using the entity's correct legal name.

Failure to properly sign the proposal or discrepancies in the legal name may lead to disqualification. Contractors are also responsible for ensuring that all submitted forms and required documents are completed and signed as needed.

3.12 Causes for Disqualification

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of their Proposal:

- Evidence of collusion among Contractors
- Lack of competency as availed by submitted financial statements, experience, equipment statements, or other factors
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the City
- Default on a previous City contract for failure to perform
- Submittal of fraudulent information or misrepresentation of the Contractor’s capabilities and experience
- Failure to submit necessary or required information and/or documentation.

4 SCOPE OF SERVICES

The City of Fayetteville is seeking proposals from qualified and experienced Contractors to lease, operate, and maintain the solid waste Transfer Station at 583 Winslow Street in a safe, reliable, cost-effective, and environmentally sound manner. The incumbent shall provide nonhazardous solid waste management services consistent and compliant with all local, state, and federal laws. These solid waste management services include the following general services, with more specific responsibilities described below.

4.1 General Scope of Services

Acceptance, Transfer, Transport, and Disposal of Acceptable Solid Waste:

The Contractor shall accept, transfer, transport, and dispose of all Acceptable nonhazardous solid waste delivered to the City's Transfer Station. Acceptable solid waste will be delivered to a permitted solid waste disposal facility. The Contractor will also accept, transfer, transport, and dispose of all recyclable materials to a materials recovery facility (MRF) or other permitted solid waste management facility (If applicable, the City is willing to discuss specifics). The Contractor is solely responsible for the lease, operation, and maintenance of the Transfer Station.

Management and Maintenance of Transfer Station Equipment and Infrastructure:

The Contractor shall maintain and upkeep the cleaning, maintenance, and repair of Transfer Station property, including all equipment and infrastructure. Any costs incurred from transfer station maintenance, repair, upkeep, and cleaning are the responsibility of the Contractor. Specific services and responsibilities are detailed below in Section 4.2.

Compliance with Environmental and Safety Standards:

The Contractor must adhere to and comply with all local, state, and federal regulations, including Occupational Safety and Health Administration (OSHA), the USEPA standards, North Carolina Department of Environmental Quality (DEQ), and others to ensure safe and environmentally sustainable operations. This shall be done following all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein or incorporated by reference. The Contractor shall ensure all work meets or exceeds the specifications, standards, and frequencies in this RFP. The above environmental and safety conditions along with those detailed in Section 4.2.14 provide the regulatory provisions that the Contractor must adhere to.

4.2 Contractor Responsibilities

The Contractor will have the following responsibilities as they relate to the lease, operation, and maintenance of the City's Transfer Station.

1) General Description

a. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, and loading of all Acceptable Waste received at the Transfer Station and transport to and disposal of all acceptable waste at a permitted solid waste disposal facility,
b. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, loading, and transport of all recyclables received at the Transfer Station to a permitted MRF or other solid waste management facility,
c. Contractor shall also be responsible for and shall bear all costs and expenses associated with operating and maintaining the Transfer Station in full compliance with all the necessary permits, operation plans, applicable laws, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits, and this Contract.

2) Material Acceptance and Loading
   a. Beginning on the operational commencement date, the Contractor shall receive, transfer, and load all Acceptable Waste and recyclables delivered to the Transfer Station during the receiving hours specified herein.
   b. Contractor shall inspect inbound loads delivered to the Transfer Station in compliance with the Operations Plan, and report any Non-Acceptable Waste discovered in such process. Contractor shall remove any Non-Acceptable Waste delivered to the Transfer Station from the waste stream and shall properly manage and dispose of such Non-Acceptable Waste at the Contractor's expense. Contractor shall make every commercially reasonable effort to ensure that Non-Acceptable Waste is not loaded into the transfer trailers.
   c. When requested by the City, the Contractor shall give City vehicles, City contractors, and other entities working on behalf of the City priority access to the Transfer Station for delivery, transfer, and disposal of Acceptable Waste and Recyclables. This should include as-needed use (such as if the Cumberland Landfill is closed), emergency use, after-hours use, and use during holidays (see section 4.2.5 – Operating Hours).
   d. Contractor will assume ownership of all Acceptable Waste once tipped at the Transfer Station.
   e. Contractor shall load all Acceptable Waste and recyclables into transfer trailers for transport to the appropriate designated facility.
   f. Contractor shall coordinate the movement of empty trailers to the designated loading locations at the Transfer Station and move trailers away from the loading locations promptly after being filled.
   g. Contractor shall operate in timely manner as not to impede delivery vehicles or tipping activities.
   h. Contractor shall keep and maintain separation of all MSW from recyclables.
   i. Contractor shall store no recyclables or recovered materials outdoors unless fully contained and protected from the elements, unless otherwise approved by the City.
   j. Contractor shall obtain accurate scale weights of each load of inbound and outbound solid waste, including recyclables and recovered materials, and maintain such records for reporting to the City. Contractor shall follow all North Carolina laws

and regulations for scale calibration and certification and keep such records up to date. Contractor shall follow NC laws for scale calibration and certifications.

3) Materials Transport, and Disposal of Acceptable Waste
    a. The Contractor shall be responsible for the safe and lawful transport to and disposal of Acceptable Waste at the designated disposal facility.
    b. The Contractor shall be responsible for the safe and lawful transport of recyclables and recovered material received at the Transfer Station to the designated MRF or other solid waste management facility.
    c. All trailers shall be securely covered by the Contractor prior to departing from the Transfer Station and shall remain securely covered until unloaded.
    d. All trailers shall be inspected by the Contractor prior to departing the Transfer Station.
4) Material Rejection, Disposal of Non-Acceptable Waste
    a. Contractor shall not reject any load of Acceptable Waste or recyclables except as described herein.
    b. If the Contractor determines a load contains more than twenty percent (20%) Non-Acceptable Waste by volume, the Contractor shall inform the City of the delivery location, vehicle number, date, time, and estimated quantity and type of such load. The Contractor shall note which hauler and work to reduce the quantity of Non-Acceptable materials or rejects in the future. Haulers that repeatedly bring loads containing more than 20% Non-Acceptable Waste will be turned away, unless measures can be taken by the hauler/customer to demonstrate their compliance and remedy the noncompliance.
    c. If any hazardous waste is detected within a load of Acceptable Waste or recyclables, the Contractor will notify the City immediately. The Contractor shall properly isolate and containerize the materials in accordance with all applicable laws. After notification is provided by the Contractor to the City concerning the presence of hazardous substances, it is the responsibility of the Contractor to remove the hazardous substances from the Transfer Station within twenty-four (24) hours and properly dispose of the hazardous substances as required by applicable laws.
5) Operating Hours. The Contractor shall operate the Transfer Station during the following hours, except on Thanksgiving Day, Christmas Day, New Years Day, the 4th of July:
    a. Monday through Friday from 7:00 a.m. to 5:00 p.m.
    b. Saturday from 7:00 a.m. to 12:00 p.m.

    Any changes to the above listed operating schedule may be proposed by the Contractor in accordance with the City's "Holidays" (Collection Schedule | City of Fayetteville, N.C.) during the contract negotiation period.

6) Emergency Provisions. In emergency conditions as deemed by the Contractor or City, including but not limited to severe weather, the Contractor may cease loading and transport operations until emergency conditions recede. The Contractor and City shall agree upon additional operating hours as necessary to compensate for any operation hours lost.

7) Safety. The Contractor shall be responsible for the personal safety of all personnel and visitors when they are on Transfer Station property. The Contractor may require all persons entering the Transfer Station to comply with reasonable safety rules established by the Contractor.
8) Cooperation with City's Solid Waste Staff. The Contractor will interface with City Solid Waste staff at the Transfer Station, including during City waste hauling activities. The Contractor shall not impede or interfere with the City's efforts to implement and ensure the efficient ingress, unloading, and egress of waste hauling vehicles. Similarly, the City shall not impede or interfere with the Contractor's duties and responsibilities under this Contract.
9) Facility Maintenance and Safety Plan. Before accepting any materials, the Contractor shall provide a detailed facility maintenance and safety plan. This facility maintenance and safety plan must be approved by the City and describe how the Contractor shall on a day-to-day basis conduct, perform, or adhere to the following and any other provisions as requested by the CIty.
    a. Maintain all equipment used by the Contractor at the Transfer Station in safe and good working order following normal preventative maintenance procedures as specified by the various equipment manufacturers.
    b. Maintain and repair the Transfer Station for the life of the Contract. Maintain the floor and institute repairs/replacements as needed to wear surfaces and prevent damage to structural components. All associated costs will be paid by the Contractor at no cost to the City.
    c. Contain and manage odors, noise, and dust, including the installation of odor and noise abatement devices as needed.
    d. Maintain all buildings, grounds, roadways, parking and storage areas, tipping floors, stormwater management features, and drive-through areas in a clean manner to help control litter and odor.
    e. Direct and maintain on-site traffic flow in a safe and efficient manner.
    f. Conduct proper pre- and post-inspections to all vehicles entering and exiting the Transfer Station.
    g. Develop an emergency plan addressing procedures in the event of an emergency or spill during transit.
    h. Manage and maintain site safety.
10) Vehicle Traffic.
    a. The Contractor shall direct all incoming and outgoing traffic as specified in the approved Facility Maintenance and Safety Plan described in Section 9 above. The Contractor's methods and procedures for delivering and removing its transfer trailers shall be included in this plan which is subject to review and approval by the City. Review and approval will not be unreasonably withheld or delayed by the City.
    b. The Transfer Station shall be operated to facilitate delivery vehicle access during operations. The daily average time taken by all delivery vehicles on a given day from the point of arrival at the Transfer Station to exit from facility site known as "turnaround time" shall not exceed an average of fifteen (15) minutes. Delays

caused by equipment failure or other cause not due to negligence of the Contractor shall not be included in the turnaround time computation.

c. The Contractor must travel approved trucking routes for vehicles transporting Acceptable Waste and recyclables from the Transfer Station.
d. The Contractor shall maintain the free flow of vehicular and pedestrian traffic on public roadways and sidewalks leading to or serving the City's Transfer Station while solid waste operations are underway.

11) Facility and Equipment Maintenance.
    a. The Contractor shall be responsible for the maintenance and repair and all cost associated with such maintenance and repair of the Transfer Station and Site throughout the term of this Contract.
    b. The Contractor shall maintain and keep in good condition and repair the Transfer Station buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations.
    c. The Contractor shall provide and maintain all of the systems and equipment at the Transfer Station in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts.
    d. The Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement. The Contractor shall replace the tipping floor every six (6) years unless an alternate schedule is approved by the City.
    e. The Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with Transfer Station operations, and shall in a timely manner pay all utility costs and associated taxes and other governmental charges. The Contractor shall contract in its own name for all utilities used or consumed at the Site.
    f. The Contractor shall maintain the Transfer Station buildings and grounds in a neat, clean, and litter-free condition. Transfer Station grounds consist of everything affected by facility operations and traffic arriving and departing, including maneuvering and storage area, pavements, roadways, curbs, gutters, and storm drains. Maintenance includes but is not limited to weekly, or as needed based on seasonality, collection of litter as necessary. Debris-free and litter-free conditions apply to the Transfer Station property and building as well as Winslow Street between Blunt Street and Barrett Street.
    g. The Contractor shall wash the ceiling, walls, and tipping floor in a manner to sufficiently remove dirt and residue at least once every Contract Year and as often as deemed necessary by the City.
    h. The Contractor shall maintain all electrical and mechanical features including heat, ventilation, and air conditioning (HVAC); tipping floor lights; and interior and exterior lighting.
    i. The Contractor shall take action immediately to all requests by the City to improve care and maintenance of the Transfer Station grounds, buildings, equipment, and systems according to the terms of this Contract. The Contractor shall resolve all issues within the time frame specified by the City.

12) Transfer Trailers.
    a. The Contractor shall be responsible for all associated costs of hauling, including maintaining road-legal vehicles, ensuring road limits are met, and paying any associated fines.
    b. The Contractor shall provide and maintain sufficient empty trailers at the Transfer Station to accommodate daily loading operations. The Contractor shall make arrangements for or have access to additional trucks, trailers, and heisters, if necessary, to ensure there is no interruption in the operation of the Transfer Station.
    c. The Contractor shall replace the trucks and trailers as necessary to ensure that the Contractor has the ability to provide reliable service under this Contract.
    d. The Contractor shall maintain transfer trailers such that leaks and litter are prevented and loaded trailers use approved covers at all times.
    e. The Contractor shall wash the exterior of tractors and trailers as needed to maintain clean equipment. Washing of commercial vehicles must be done in an approved location and in a manner to avoid any contamination of the City's stormwater system or watershed areas. Dirty wash water is to flow to the sanitary sewer system.
    f. Each truck used by the Contractor to transport the City's Acceptable Waste or recyclables shall bear the name and phone number of the Contractor in letters that are plainly visible and at least four (4) inches high. Each trailer shall be labeled by the Contractor in the same manner on each side and on the tail gate. The Contractor's sign on the trailers shall be subject to the City's prior written approval.
13) Personnel.
    a. The Contractor shall provide sufficient personnel to operate the Transfer Station in a safe and efficient manner.
    b. The Contractor shall provide and maintain, throughout the term of this agreement, a minimum of two (2) contact names and phone numbers of the Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by an authorized representative of the City.
    c. The Contractor shall routinely train personnel for safety and operator certification requirements. A properly certified operator must be on the facility site whenever material is being received and when facility equipment is operating. The Contractor shall provide appropriate operating and safety training for all personnel, including meeting OSHA training requirements.
    d. Each vehicle operator shall always be licensed and carry a valid driver's license for the appropriate type of vehicle that is being driven.
    e. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.
    f. The Contractor shall comply with all applicable law relating to wages and hours and all other laws relating to the employment or protection of employees, now or hereafter in effect.
14) Operations Permits and Licenses.
    a. The City shall be responsible for and shall bear all costs of obtaining and maintaining permits, licenses and federal, state, and local governmental approvals

for the operation of Transfer Station facilities and for permit amendments as required for facility renovations and operations. The Contractor shall bear the cost of any permit modifications requested.

b. The City hereby acknowledges that some agencies may require the City to be named as owner in their permits and approvals, and the City will coordinate with the Contractor and permitting agency when necessary.
c. The Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Transfer Station that is required by any regulatory agency with jurisdiction over the activities at the Transfer Station with respect to matters other than those preexisting as of the date of this agreement.
d. The Contractor shall be responsible for compliance with all environmental, safety, and operational permits. The Contractor shall bear any and all costs associated with remedying a violation related to operation of the Transfer Station.
e. The Contractor will need to be formally listed on or added to the Transfer Station permit once the contract is awarded and before operation.

4.3 Additional Approaches and Innovations

The City is open to considering alternative waste handling equipment, infrastructure, and innovative approaches for operating the facility that differ from the requirements provided in Section 4.1 and 4.2 of this RFP. The additional proposed equipment and operation strategy must be clearly explained in the proposal, under a heading titled "**Additional Approach.**" For an additional operational approach to be considered, the Contractor must still submit pricing information in sections C-1 (Base Pricing Structure) and C-2 (Alternate Pricing Structure) of Attachment C. This pricing form is based on the requirements in Sections 4.1 and 4.2. Should the respondent decide to propose an alternate pricing structure, separate Additional Pricing bid forms should be provided using the same format as C-1 and C-2. Submission of any Additional Pricing forms does not replace the submission requirement for each respondent to submit C-1 and C-2.

5 Contract Terms and Conditions

5.1 Type of Contract

The Contract shall contain terms and conditions outlined in this RFP. The City will not exercise any supervision or control over the Contractor or personnel. The Contractor and all representatives shall perform to the standards specified in the contract. The incumbent shall be accountable solely to the City.

5.2 Contract Term

The City intends to enter a Contract with an initial term of seven (7) years with the option to extend the Contract for two (2) additional five (5)-year periods, such option being exercised upon the mutual agreement of the City and the Contractor. The Contract term may also be extended to accommodate delays or disruptions due to force majeure or other unforeseen circumstances.

Contract renewals will be contingent upon satisfactory performance by the Contractor, ongoing need for the services, and the availability of funding. If either party does not wish to renew the

Contract, written notice must be provided no less than one hundred eighty (180) days before the end of the current Contract term.

5.3 Financial Stability

The Contractor must demonstrate financial stability and capacity to meet the terms of the Contract and conditions specified in this RFP. Contractors shall submit the necessary financial statements and documents to support their proposal. Those financial statements shall include the most recent audited financial statement or Dun & Bradstreet report. This documentation must demonstrate the Contractor's financial ability to provide services and complete the contract.

If the Contractor experiences any significant financial changes during the term of the Contract that might affect their ability to perform, they must notify the City in writing immediately.

5.4 Insurance Requirements

The contracted Contractor shall be required to maintain insurance coverage that meets the minimum levels established by the City. Insurance must be provided by a company licensed to conduct business in North Carolina, and coverage must remain in force throughout the duration of the contract. The contracted vendor must submit proof of insurance coverage before commencing any work under the contract.

Minimum Insurance Requirements:

- Commercial General Liability Insurance: $1,000,000 per occurrence / $2,000,000 aggregate
- Workers' Compensation and Employer's Liability Insurance: Required as per North Carolina state law, with minimum limits of $1,000,000
- Commercial Automobile Liability Insurance: $1,000,000 per occurrence for all owned, non-owned, and hired vehicles
- Professional Liability Insurance (if applicable): $1,000,000 per claim

The City, its officers, employees, and agents must be marked and listed as additional insureds on the Contractor's general liability policy. Certificates of insurance, along with endorsements, must be submitted to the City prior to the start of any work. The Contractor must notify the City in writing at least 45 days in advance of any cancellation or material change in the insurance coverage.

5.5 Applicable Federal Emergency Management Agency (FEMA) Clauses

As part of this contract, the Contractor must comply with all applicable FEMA regulations and clauses, particularly those related to disaster recovery and emergency response. Clauses that may apply to this contract include, but are not limited to, the following:

- Equal Employment Opportunity: Compliance with Executive Order 11246 regarding equal opportunity in employment
- Contract Work Hours and Safety Standards Act: Ensures that contractors do not require their employees to work in excess of forty (40) hours per week without proper compensation

- Byrd Anti-Lobbying Amendment: Prohibits contractors from using federal funds to lobby government officials
- Clean Air Act and Federal Water Pollution Control Act: Ensures compliance with environmental regulations regarding air and water quality

The Contractor is required to flow down all applicable FEMA clauses to any subcontractors. Noncompliance with these clauses may result in termination of the Contract or other enforcement actions.

5.6 Contract Changes

The City's Contracting Officer (CO) is the only person authorized to make any modification or amendment in the Contract after written agreement between the City and Contractor. The following type of Contract changes may be necessary to accommodate changes in service levels, scope of work, or other factors that arise during the Contract term:

- Scope Adjustments: Changes to the service scope as necessary.
- Schedule Modifications: Adjustments to service schedules to align with the City's operational needs or accommodate special events.
- Price Adjustments: Modifications to the Contract price may be allowed if there is a significant change in the scope of work or due to unforeseen circumstances, such as increases in fuel prices or disposal fees.

All changes must be agreed upon in writing and authorized by the CO. No oral agreements or unauthorized modifications will be considered binding. All Contract administration will be affected by the CO. Communications pertaining to contractual administrative matters shall be addressed to the CO.

5.7 Pricing

Contractor pricing must be submitted via the required form (Attachment C) and described within the submitted proposal. The City is looking for pricing estimates that not only communicate a fair market value for operation, transport, and disposal of Acceptable Waste but may also offer the City additional value or benefit. In that way the Contractor is welcome to include alternative pricing models and options for evaluation by the City, as referenced in 4.3 and Attachment C.

5.8 Safety and Environmental Compliance

The Contractor must adhere to all applicable safety and environmental regulations as part of their operations. This includes but is not limited to OSHA regulations, state regulations, and local safety ordinances.

5.8.1 Safety Compliance

The Contractor is responsible for always maintaining a safe working environment. All personnel must be trained and equipped to handle any hazards associated with waste management services. Any accidents, injuries, or unsafe conditions must be reported to the City within twenty-four (24)

hours. The Contractor is also required to provide a written safety plan before commencing work, which will outline the safety protocols and procedures for the Contract.

5.8.2 Environmental Compliance

The Contractor must ensure compliance with all environmental regulations, including proper disposal of solid waste and recyclables, containment of spills, stormwater management, and management of hazardous materials. The Contractor is responsible for maintaining safety data sheets (SDSs) for all chemicals and hazardous substances used during Contract performance. Any violations of environmental laws or regulations may result in penalties or Contract termination.

ATTACHMENTS

ATTACHMENT A: Conceptual Site Map



ATTACHMENT B: Proposal Cover Form

This proposal is submitted to the City of Fayetteville for solid waste services related to the lease, operation, and maintenance of the transfer station by:

Firm Name: _____

Address: _____

_____

Telephone: _____

I, the authorized representative set forth above, hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

Signature _____

Print Name _____

Title _____

Date _____

ATTACHMENT C: Pricing Proposal Form

General

For execution of the services outlined in this RFP, the Contractor intends to pay the City based on at least one of two proposed pricing structures:

1. **Base Pricing Structure:** A per-ton fee based on the actual amount of tons transferred by the Contractor (C-1), OR
2. **Alternate Pricing Structure:** An all-in lease fee to the City as an annual lump sum, (C-2).

The actual tons under the Base Pricing Structure will be determined by the weight records at the scale house. Confirmation of the tonnage will occur through periodic review of scale house records provided to the City by the Contractor on a minimum annual basis. The unit and annual prices submitted shall be in current (CY2025) dollars. The pricing will be in effect over the entire seven (7)-year term of the agreement and subject to annual adjustment (as described below). **The Contractor is expected to submit pricing for each of C-1 and C-2. Contractors submitting proposals with incomplete pricing information may be deemed nonresponsive**.

Annual Adjustments

The Base or Alternate pricing will be annually adjusted based on the Consumer Price Index (CPI) for Water, Sewer, and Trash, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). The annual adjustment will be based on 100 percent of the 12-month change in the CPI for Water, Sewer, Trash (January 1 – December 31), starting July 1st of the year following contract execution. Price adjustments (increases or decreases) will occur at the beginning of each fiscal year (July 1) and remain in effect through June 30.

C-1: Base Pricing Structure Proposal

Total Base Pricing (Unit Pricing Based on Tonnage)

Contractor offers the following pricing for Transfer Station Lease, Operation, and Maintenance based on the scope of services and terms described in the RFP and as detailed in the proposed agreement. For all tons, the unit price for all the services set forth in the agreement for the seven (7)-year term, with the option for two (2) five (5)-year extensions at the same price, is equal to:

_____ dollars and _____ cents ($ per ton of Acceptable Waste, in 2025 dollars, with annual inflationary changes applied thereafter)

C-2: Alternate Cost Structure Proposal

Total Alternate Pricing (Annual All-in Lease Pricing)

Contractor offers the following pricing for Transfer Station Lease, Operation, and Maintenance based on the terms outlined in the RFP, and as detailed in the proposed agreement. For all tons, the lease price for all the services set forth in the agreement for the seven (7)-year term, with the option for two (2) five (5)-year extensions at the same price, is equal to:

_____ dollars and _____ cents ($ annually, in 2025 dollars, for the initial contract year, with annual inflationary changes applied thereafter)

ATTACHMENT D: Certification of Financial Condition

Name of Contractor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ Contractors shall submit financial statements, including the most recent audited financial statement or Dun & Bradstreet report, with their proposals. This documentation must demonstrate the Contractor's financial ability to provide services and complete the contract.

☐ The Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Contractor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☐ The Contractor is not the subject of any current litigation or findings of noncompliance under federal or county law.

☐ The Contractor has no findings in any past litigation, or findings of noncompliance under federal or county law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Contractor.

Note: This is a continuing certification, and the Contractor shall notify the Purchasing Manager within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Contractor shall explain the reason in the space below:

_____

Signature Date

_____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Contractor)

ATTACHMENT E: Current Transfer Station Solid Waste Permit

Please See Separate Attachment E

ATTACHMENT F: Proposal Submission Checklist

	Required	Section Description	Completed
Proposal Cover Form	Yes	Attachment B	☐
Main Proposal			☐
Company Information and Executive Summary	Yes	Section 2.8.1	☐
Firm Qualifications and Experience	Yes	Section 2.8.2	☐
Staff Qualifications and Expertise	Yes	Section 2.8.3	☐
Requirements and Documentation	Yes	Section 2.8.4	☐
Proposed Pricing	Yes	Section 2.8.5 & Attachment C	☐
Certification of Financial Condition	Yes	Attachment E	☐
Proposal Submission Checklist	Yes	Attachment G	☐

End of Document

STATE OF NORTH CAROLINA
CUMBERLAND COUNTY

LEASE, OPERATION, AND MAINTENANCE AGREEMENT

TRANSFER STATION OPERATION, LEASE, AND MAINTENANCE AGREEMENT

BETWEEN THE

CITY OF FAYETTEVILLE, NORTH CAROLINA

AND

WASTE INDUSTRIES, LLC.

THIS AGREEMENT by and between the CITY OF FAYETTEVILLE, NORTH CAROLINA (hereinafter called "City"), a municipal corporation located in Cumberland County, North Carolina, and WASTE INDUSTRIES, LLC, d/b/a GFL Environmental (hereinafter called "Contractor"), a limited liability company, having its principal place of business, and authorized to do business in the State of North Carolina. Collectively, "City" and "Contractor" shall be referred to as "Parties." This Agreement is effective as of the date stated in Section 1.

W I T N E S S E T H:

WHEREAS, the City of Fayetteville (herein referred to as "City"), solicited a Request for Bids dated March 21, 2025 for the lease, operation, and maintenance of the City of Fayetteville's Transfer Station located at 583 Winslow Street, Fayetteville, NC, as more fully described in Section 2 (hereinafter called the "Transfer Station" or the "Premises"); and

WHEREAS, Contractor, submitted a bid to the City in response to the Request for Bids; and

WHEREAS, the City determined that Contractor was the most qualified and responsible bidder and as such selected Contractor to perform certain services for the City as described in the contract between the Parties dated; and

WHEREAS, the City and the Contractor desire to enter into this Agreement;

NOW, THEREFORE, it is mutually agreed and understood between the Parties as follows:

1. **TERM OF AGREEMENT:** Services under this Agreement shall commence _____, 2026 (the "**Effective Date**"). The contract term shall be for a period of ten (10) years from the date of commencement. A new contract shall require mutual agreement of the Parties and be contingent upon satisfactory performance by the

Contractor, ongoing need for the services, and the availability of funding. Should the contract not be signed by the expiration of the Term, this Agreement will continue on a month-to-month basis at the rates existing at the time of the expiration until either party terminates with thirty (30) days' prior notice.

2. **SERVICES TO BE PERFORMED:** Contractor shall lease, operate and maintain the Solid Waste Transfer Station at 583 Winslow Street, more particularly described as Lots 2-47 along with the portions of Cole Street and Driver Street as shown on that certain plat entitled "Property of the EA Poe Estate" recorded in Plat Book 9, Page 20 of the Cumberland County Registry, State of North Carolina. The scope of services includes, but not limited to:

- **Accept, Transfer, Transport, and Dispose of Acceptable Solid Waste**: Contractor shall accept, transfer, transport, and dispose of all Acceptable Solid Waste delivered to the Premises. Acceptable Solid Waste will be delivered to a permitted solid waste disposal facility. Contractor is solely responsible for the lease, operation, and maintenance of the Premises. "**Acceptable Solid Waste**" or "**Acceptable Waste**" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and that are not otherwise Non-Acceptable Waste. "**Non-Acceptable Waste**" means any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other applicable federal, state or local law, and the applicable regulations thereunder, or that is otherwise ineligible for disposal at the Transfer Station or identified as Non-Acceptable Waste in the material acceptance policy discussed in Section 4.

- **Management and Maintenance of Premises Equipment and Infrastructure**: Contractor shall maintain and upkeep the cleaning, maintenance, and repair of the Premises, including all equipment and infrastructure. Any costs incurred from Premises maintenance, repair, upkeep, and cleaning are the responsibility of Contractor.

- **Compliance with Environmental and Safety Standards**: Contractor must adhere to and comply with all local, state, and federal regulations, including Occupational Safety and Health Administration (OSHA), the USEPA standards, North Carolina Department of Environmental Quality (DEQ), and others to ensure safe and environmentally sustainable operations. This shall be done following all the terms, conditions, general and special provisions, and exhibits contained herein or incorporated by reference. Contractor shall ensure all work meets or exceeds the specifications, standards, and frequencies in this Agreement in all material respects.

3. **PAYMENT:** Contractor shall pay to City an annual rental amount of three hundred twenty-nine thousand dollars and zero cents ($329,000.00), payable in equal monthly installments of twenty-seven thousand four hundred sixteen dollars and sixty-seven cents ($27,416.67).

Beginning on _____, Contractor shall pay the prorated monthly rental amount for the remaining months in the current fiscal year. The prorated amount shall be calculated by dividing three hundred twenty-nine thousand dollars and zero cents ($329,000.00) by twelve (12) months, then further prorating based on the number of remaining months from the Agreement date through June 30th of the current fiscal year. For purposes of clarity, City's fiscal year begins on July 1 and expires on June 30.

Annual Rent Increases: The annual rental amount will increase by the annual percentage increase in the Consumer Price Index All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics of the United States Department of Labor, for the most recently available 12-month period. In the event that the publication of the CPI-U is discontinued, the parties will designate a comparable index to be used in lieu thereof. Any annual adjustments described herein shall take effect on each anniversary of the Effective Date during the term of this Agreement.

Payment Terms: As a courtesy, City may send Contractor an invoice for the amount of the monthly rent and/or any fees that are due. No notice, invoice, or other documentation shall be required to obligate the payment of monthly rent. All monthly rent payments are due and payable on the 1st day of each calendar month during the Term and any extensions thereof. Payments received after the fifth (5th) day of the month shall be considered late.

Late Fee: Any payment received after the 5th day of the month shall incur a late fee equal to five percent (5%) of the monthly rent amount due.

Host Fee: In addition to the monthly rent, Contractor shall pay a host fee of eight-five cents ($0.85) per ton of material processed. The host fee shall increase by the annual percentage increase in the Consumer Price Index All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics of the United States Department of Labor for the most recently available 12-month period. Contractor shall submit a monthly tonnage report to the City's Solid Waste Department via email to danieledwards@fayettevillenc.gov by the tenth (10th) day of each month for the preceding month's tonnage. City may invoice Contractor for the host fee upon receipt of the monthly tonnage report, and such host fee shall be paid within thirty (30) days of receipt.

Payment Address: City of Fayetteville
Attn: City Collections Division
433 Hay Street
Fayetteville, NC 28301

4. **CONTRACTOR RESPONSIBILITIES:** Contractor will have the following responsibilities as they relate to the lease, operation, and maintenance of the Premises.

1) General Description

a. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, and loading of all Acceptable Waste received at the Premises and transport to and disposal of all acceptable waste at a permitted solid waste disposal facility.

b. Contractor shall also be responsible for and shall bear all costs and expenses associated with operating and maintaining the Premises in full compliance with all the necessary permits, operation plans, applicable laws, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits, and this Agreement.

2) Material Acceptance and Loading

a. Beginning on the Effective Date, Contractor shall receive, transfer, and load all Acceptable Waste delivered to the Premises during the receiving hours specified herein.

b. Contractor shall inspect inbound loads delivered to the Premises in compliance with the Operations Plan, and report any Non-Acceptable Waste discovered in such process. A material acceptance policy shall be established within sixty (60) days of commencement of services and agreed upon in writing by each Party. Contractor shall remove any Non-Acceptable Waste delivered to the Premises from the waste stream and shall properly manage and dispose of such Non-Acceptable Waste at Contractor's expense or the expense of the hauler/customer responsible for such Non-Acceptable Waste. Contractor shall make commercially reasonable effort to ensure that Non-Acceptable Waste is not loaded into the transfer trailers.

c. When requested by City, Contractor shall give City vehicles, City contractors, and other entities working on behalf of City priority access to the Premises for delivery, transfer, and disposal of Acceptable Waste This should include as needed use, such as if the Cumberland Landfill is closed, emergency use, after-hours use, and use during holidays to be coordinated between both parties not less than 24 hours in advance.

d. Contractor will assume ownership of all Acceptable Waste once tipped at the Premises.

e. Contractor shall load all Acceptable Waste into transfer trailers for transport to the appropriate designated facility.

f. Contractor shall coordinate the movement of empty trailers to the designated loading locations at the Premises and move trailers away from the loading locations promptly after being filled.

g. Contractor shall operate in timely manner as not to impede delivery vehicles or tipping activities.

h. Contractor shall obtain accurate scale weights of each load of inbound and outbound solid waste and maintain such records for reporting to City. Contractor shall follow all North Carolina laws and regulations for scale calibration and certification and keep such records up to date.

3) Materials Transport, and Disposal of Acceptable Waste

a. Contractor shall be responsible for the safe and lawful transport to and disposal of Acceptable Waste at the designated disposal facility.

b. All trailers shall be securely covered by Contractor prior to departing from the Premises and shall remain securely covered until unloaded.

c. All trailers shall be inspected by Contractor prior to departing the Premises.

4) Material Rejection, Disposal of Non-Acceptable Waste

a. Contractor shall not reject any load of Acceptable Waste except as described herein.

b. Contractor will establish a policy to reject loads with Non-Acceptable Waste that is compliant with the Transfer Station operating permit.

c. Contractor will establish a policy within sixty (60) days to remove hazardous waste and cause it to be disposed of in compliance with law, which may include requiring the generator thereof or transporter to dispose of such materials or to reimburse Contractor for costs in doing so.

5) Hours of Operation

Contractor shall operate the Premises during the following hours, subject to City's observed holiday schedule:

a. Monday through Friday from 6:00 AM – 5:00 PM

b. Saturday from 6:00 AM – 12:00 PM

Any changes to the above listed operating schedule may be proposed by Contractor in accordance with the City's Holiday Collection Schedule during the contract negotiation period. City may have access for disposal at the Premises during or after a holiday if the Ann Street landfill is closed, provided that Contractor's prior approval shall be required for access outside of the business hours described above.

6) Emergency Provisions

In emergency conditions as deemed by Contractor or City, including but not limited to severe weather, Contractor may cease loading and transport operations until emergency conditions recede. Contractor and City shall agree upon additional operating hours as necessary to compensate for any operation hours lost.

7) Safety

Contractor shall be responsible for the personal safety of all personnel and visitors when they are on the Premises. Contractor may require all persons entering the Premises to comply with reasonable safety rules established by Contractor.

8) Cooperation with City's Solid Waste Staff

Contractor will interface with City Solid Waste staff at the Premises, including during City waste hauling activities. Contractor shall not impede or interfere with City's efforts to implement and ensure the efficient ingress, unloading, and egress of waste hauling vehicles. Similarly, City shall not impede or interfere with Contractor's duties and responsibilities under this Contract.

9) Facility Maintenance and Safety Operations Plan

Before accepting any materials, Contractor shall provide or have previously provided a detailed facility maintenance and safety operations plan within sixty (60) days of commencement of services. The Facility Maintenance and Safety Operations Plan must be approved by City, such approval not to be unreasonably withheld, and describe how Contractor shall on a day-to-day basis conduct, perform, or adhere to the provisions and any other provisions as requested by City in compliance with such Plan.

a. Maintain all equipment used by Contractor at the Premises in safe and good working order following normal preventative maintenance procedures as specified by the various equipment manufacturers.

b. Maintain and repair the Premises in good order and condition, except for damage by insured casualty addressed pursuant to Section 6 for the duration of the Agreement.

c. Maintain the floor and institute repairs/replacements as needed to wear surfaces and prevent damage to structural components. All associated costs will be paid by Contractor at no cost to City.

d. Contain and manage odors, dust, and noise, including the installation of odor and noise abatement devices as needed.

e. Maintain all buildings, structures, foundations, grounds, parking and storage areas, tipping floors, stormwater management features, and drive-through areas, in each case within the Premises, in a clean manner to help control litter and odor.

f. Direct and maintain on-site traffic flow in a safe and efficient manner.

g. Conduct proper pre-inspections and post-inspections to all vehicles entering and exiting the Premises.

h. Develop an emergency plan addressing procedures in the event of an emergency or spill during transit.

i. Manage and maintain Premises safety.

j. Take reasonable precautions to prevent trash and debris from entering or accumulating on roadways within the Premises.

Contractor's obligations in this Section 9 shall not require it to bring the level of maintenance and repair to a greater level than that existing on the date of this Agreement except as required to be in compliance with applicable law or with the Facility Maintenance and Safety Operations Plan.

10) Vehicle Traffic

a. Contractor shall direct all incoming and outgoing traffic as specified in the approved Facility Maintenance and Safety Operations Plan. Contractor's methods and procedures for delivering and removing its transfer trailers shall be included in this plan which is subject to review and approval by the City. Review and approval will not be unreasonably withheld or delayed by the City.

b. The Premises shall be operated to facilitate delivery vehicle access during operations. The daily average time taken by all delivery vehicles on a given day from the point of arrival at the Premises to exit from facility site known as "turnaround time" shall not exceed an average of fifteen (15) minutes. Delays caused by equipment failure or other cause not due to negligence of Contractor shall not be included in the turnaround time computation.

c. Contractor must travel approved trucking routes for vehicles transporting Acceptable Waste from the Premises.

d. Contractor shall maintain the free flow of vehicular and pedestrian traffic on public roadways and sidewalks leading to or serving the City's Transfer Station while solid waste operations are underway.

11) Facility and Equipment Maintenance

a**.** Contractor shall be responsible for the maintenance in good order and condition and repair and all costs associated with such maintenance and repair of the Premises, except for damage by insured casualty addressed pursuant to Section 6, throughout the term of this Agreement.

b**.** Contractor shall maintain and keep in good condition and repair the Premises, interior and exterior, except for damage by insured casualty addressed pursuant to Section 6.

c**.** Contractor shall provide and maintain all of the systems and equipment at the Premises in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts.

d**.** Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement as needed based on condition and wear. City shall conduct inspections of the tipping floor condition every three (3) years, or more frequently as deemed necessary by City. If both parties determine through inspection that the tipping floor requires replacement, Contractor shall replace the tipping floor within the timeframe specified by City. If both parties cannot agree regarding the tipping floor replacement, a third-party mediator shall be hired and both parties shall split the mediation cost. City may inspect the facility at any time for maintenance and safety purposes.

e**.** The Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with Premises operations, and shall in a timely manner pay all utility costs and associated taxes and other governmental charges. Contractor shall contract in its own name for all utilities used or consumed at the Premises.

f**.** Contractor shall maintain the Premises buildings and grounds in a neat, clean, and litter-free condition, including maneuvering and storage areas, pavements, roadways, curbs, gutters, and storm drains within the Premises. Contractor shall be responsible for the maintenance, upkeep, repair, and replacement of all infrastructure components including but not limited to storage areas, pavements, roadways, curbs, gutters, storm drains, roofing systems, foundations, building structures, HVAC systems, and scales, except as otherwise provided herein. Maintenance includes, but not limited to, weekly, or as needed based on seasonality, collection of litter as necessary. Debris-free and litter-free conditions apply to the Premises property, structures, and building.

g**.** Contractor shall wash the ceiling, walls, and tipping floor in a manner to sufficiently remove dirt and residue at least once every Contract Year.

h**.** Contractor shall maintain all electrical and mechanical features including heat, ventilation, and air conditioning (HVAC); tipping floor lights; and interior and exterior lighting.

i. City shall have the right to access and inspect the facility at all times with reasonable prior notice to Contractor, including but not limited to the purpose of maintenance and safety inspections. Contractor shall take action to all requests by City to improve care and maintenance of the Premise grounds, buildings, equipment, and systems according

to the terms of this Agreement. Contractor shall resolve all issues within a reasonable time frame specified by City.

Contractor's obligations in this Section 11 shall not require it to bring the level of maintenance and repair to a greater level than that existing on the date of this Agreement except as required to be in compliance with applicable law or with the Facility Maintenance and Safety Operations Plan.

12) Transfer Trailers

a. Contractor shall provide and maintain sufficient empty trailers at the Premises to accommodate daily loading operations. Contractor shall make arrangements for or have access to additional trucks, trailers, and heisters, if necessary, intended to ensure there is no interruption in the operation of the Premises.

b. Contractor shall be responsible for all associated costs of hauling, including maintaining road-legal vehicles, ensuring road limits are met, and paying any associated fines.

c. Contractor shall replace the trucks and trailers as necessary with the intent to ensure that Contractor has the ability to provide reliable service under this Agreement.

d. Contractor shall maintain transfer trailers such that leaks and litter are prevented and loaded trailers use approved covers at all times.

e. Contractor shall wash the exterior of tractors and trailers as needed to maintain clean equipment. Washing of commercial vehicles must be done in an approved location and in a manner to avoid any contamination of City's stormwater system or watershed areas. Dirty wash water is to flow to the sanitary sewer system.

f. Each truck used by Contractor or its sub-contracted hauler to transport City's Acceptable Waste shall bear the name of Contractor or its sub-contracted hauler in letters that are plainly visible and at least four (4) inches high.

13) Personnel

a. Contractor shall provide sufficient personnel to operate the Premises in a safe and efficient manner.

b. Contractor shall provide and maintain, throughout the term of this agreement, a minimum of two (2) contact names and phone numbers of Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by an authorized representative of City during regular business hours except during mutually agreed emergencies.

c. Contractor shall routinely train personnel for safety and operator certification requirements. A properly certified operator must be on the Premises whenever

material is being received and when facility equipment is operating. Contractor shall provide appropriate operating and safety training for all personnel, including meeting OSHA training requirements.

d. Each vehicle operator shall always be licensed and carry a valid driver's license for the appropriate type of vehicle that is being driven.

e. Conditions of employment shall be published and conspicuously posted so all employees may be informed. Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.

f. Contractor shall comply with all applicable law relating to wages and hours and all other laws relating to the employment or protection of employees, now or hereafter in effect.

14) Operations Permits and Licenses

a. Contractor shall be responsible for and shall bear all costs of obtaining and maintaining permits, licenses and federal, state, and local governmental approvals for the operation of the Premises and for permit amendments as required for facility renovations and operations.

b. City hereby acknowledges that some agencies may require City to be named as owner in their permits and approvals, and City will coordinate with Contractor and permitting agency when necessary.

c. Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Premises that is required by any regulatory agency with jurisdiction over the activities at the Premises with respect to matters other than those preexisting as of the date of this Agreement.

d. Contractor shall be responsible for compliance with all environmental, safety, and operational permits during the term of this Agreement. Contractor shall bear any and all costs associated with remedying a violation related to operation of the Premises during the term of this Agreement.

e. Contractor will need to be formally listed on or added to the Premises permit once the contract is awarded and before operation.

5. **CITY RESPONSIBILITIES:**

1) Possession

City shall deliver possession of the Premises to Contractor not later than the commencement date of the Agreement.

2) Warranties

City represents that it owns the Premises in fee simple and that the property is free from encumbrances except as referred to elsewhere in this Agreement. City represents that

it has the full right, power, and authority to enter this Agreement for the term herein granted and the Premises may be used by Contractor during the entire term for the purposes herein set forth.

3) Right of Entry

City and its representatives may enter the leased property, at all times with prior notice, for the purpose of inspecting the Premises, performing any work which City elects to undertake made necessary by reason of Contractor's default and failure to cure under the terms of this Agreement, exhibiting the Premises for sale, lease, or mortgage, financing, or posting notices of no responsibility under any mechanic's lien law.

4) Taxes

City agrees that it will list in its name for taxation the Premises and all improvements and buildings thereon, provided however, that should City's property ever be declared non-exempt from ad valorem taxes, then and in that event, Contractor agrees it will pay all taxes assessed against the Premises and special assessments by the City or County during the term of this Agreement, to include all personal property of Contractor, and the real property demised herein.

6. **TERMS AND CONDITIONS:**

1) INSURANCE, LIABILITY, AND INDEMNIFICATION

GENERAL:

City and Contractor have considered the risks and potential liability that may exist during the performance of services by Contractor under this Agreement and have agreed to allocate such liabilities in accordance with this Article. During the term of this Agreement, Contractor 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.

Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from City.

City must be listed as an additional insured on Contractor's Commercial General Liability policy. Certificates of insurance, along with all required endorsements, must be submitted to City prior to the commencement of any work under this Agreement and prior to occupancy of the Premises. Contractor shall provide updated certificates upon policy renewal. All policies shall provide that coverage shall not be canceled, materially changed, or non-renewed without reasonable efforts to provide at least thirty (30) days' prior written notice to City by certified mail.

Insurance Requirements

All insurance policies required under this Agreement shall be issued by insurance companies:

a. Authorized to do business in the State of North Carolina by the North Carolina Department of Insurance;

b. Having an A.M. Best rating of not less than A-VII; and
c. Acceptable to City in its reasonable discretion.

Contractor shall procure and maintain, at its own expense throughout the term of this Agreement, the following minimum insurance coverage:

a. Commercial General Liability Insurance

Contractor shall purchase and maintain Commercial General Liability Insurance with combined single limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate, covering bodily injury, personal injury, and property damage. This policy shall:

1. Designate City as an additional insured;
2. Provide Contractor with contractual liability coverage for liability assumed pursuant to the terms of this Agreement;
3. Include independent contractor liability coverage;
4. Provide products and completed operations insurance coverage, written on an occurrence basis, with coverage extended for such period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of Contractor in connection with services performed under this Agreement.

c. Workers' Compensation Insurance

Contractor shall provide Workers' Compensation Insurance coverage as required by North Carolina law for all of its employees involved in the performance of this Agreement. The policy shall afford coverage to Contractor for employer's liability with a minimum limit of One Million Dollars ($1,000,000).

d. Automobile Liability Insurance

Contractor shall maintain Automobile Liability Insurance with One Million Dollars ($1,000,000) combined single limit for each accident, covering bodily injury and property damage for all owned, non-owned, and hired vehicles used in connection with this Agreement.

e. Property Insurance

i. Contractor shall carry at all times during the term of this Agreement fire insurance with extended coverage insuring against loss or damage to the buildings and/or other improvements making up the Premises, as well as any equipment, fixtures, and improvements installed by Contractor at the Premises, in an amount equal to the full insurable replacement value thereof. This coverage shall extend to all improvements, alterations, fixtures, and Trade Fixtures installed by Contractor on the Premises.

2) DESTRUCTION OF THE PREMISES; CONDEMNATION

In the event of damage or destruction to the leased property as a result of fire, or other loss not due to normal wear and tear, City shall be required to repair the leased property in an expeditious manner as possible, provided that City's expenditures and repair shall not exceed the insurance proceeds payable under City's and/or Contractor's policy; provided further, that in the event the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, as determined by a building contractor licensed to do business in the State of North Carolina, then City shall be under no obligation to repair or restore the leased property and all insurance proceeds under City's and/or Contractor's policy shall be payable to City. In the case of either a partial or total destruction, all rent shall be apportioned to the date of the loss. In the event that the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, Contractor may terminate this Agreement in accordance with the provisions of this Agreement with thirty (30) days' prior notice but shall not be required to remove damaged personal property, clean, or otherwise make the property ready for occupancy. In the event that the Premises is subject to acquisition under the laws of eminent domain by any public or private condemnor, and the taking is less than the entire Premises, Contractor shall have the option to terminate this Agreement provided that the portion of the Premises remaining after the taking is insufficient in size to make it feasible for Contractor to continue its operation and use of the property for the remainder of the term of the Agreement. If the taking is of the entire Premises, the Agreement shall terminate. In the event of either a partial or total taking, all rent shall be apportioned at the date of taking, and City shall be entitled to all compensation awarded by the condemning authority either by payment, settlement, or jury award.

3) DEFAULT

1. Any one and more of the following shall constitute an Event of Default by Contractor:

(i) Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains unresolved for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue unresolved for a period of sixty (60) days or more.

(ii) The failure of Contractor to pay any undisputed sum due from it in accordance with the provisions of this Agreement within thirty (30) days after written notice thereof from City; or

(iii) The breach by Contractor of any material provision of this Agreement, which breach is reasonably likely to cause material harm to City, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from City, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Contractor shall have a reasonable time thereafter within which to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by Contractor hereunder beyond any applicable cure period, in lieu of termination, City shall have the right to remedy the condition giving rise to the default, and Contractor shall reimburse City for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of City under the terms of this Agreement.

2. Any one and more of the following shall constitute an Event of Default by the City:

1) A taking or condemnation of the Premises by the City for a public or quasi-public use, that renders the Premises or the Equipment unsuitable for Contractor intended use;

2) The breach by City of any material provision of this Agreement, which breach is reasonably likely to cause material harm to Contractor, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from Contractor, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, City shall have a reasonable time thereafter to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by City beyond any applicable cure period, in lieu of termination, Contractor shall have the right to remedy the condition giving rise to the default, and City shall reimburse Contractor for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of Contractor under the terms of this Agreement.

3. Upon the occurrence of any Event or Default as set forth above, or at any time thereafter, the non-defaulting party shall have the right, at its option, to terminate this Agreement by giving notice of termination to the defaulting party not less than thirty (30) days prior to the effective date of such termination, subject to the terms in this Agreement. In addition to the right to terminate this Agreement as provided herein, the non-defaulting party may exercise and pursue any and all rights and remedies against the defaulting party that the non-defaulting party may have at

law or in equity. Upon notice of termination and to the extent of any prepaid tipping fees, Contractor shall refund any unused funds relating to ton tipping fees within five (5) banking days.

3) RECORDS ACCESS AND RETENTION REQUIREMENTS

In order for City to validate host fees, tonnage data, and complete federal and State regulatory reports and plans, Contractor shall give any duly authorized representative of City access to any and all records which are directly pertinent to this specific Agreement for proper review requirements. City's access rights shall not extend to Contractor's client list or other confidential information but shall include, at a minimum, the number of tons passing through the transfer station each day. City shall keep any information obtained confidential, provided, however, that Contractor acknowledges that City is subject to the North Carolina Public Records Act. Access will be provided during normal business hours and City may request copies of any or all records and may conduct audits of said pertinent records at City's expense. Contractor and its subcontractors agree to maintain all records required during the course of this Agreement for a period of not less than three (3) years for review by City.

4) NON-APPROPRIATION

Notwithstanding any other provisions of this Agreement, the Parties agree that ton tipping fee obligations as provided under the Special Stipulations Section in this Agreement, are from appropriations and monies from the City Council and any other governmental entities. In the event ton tipping fee appropriations or monies are not made available to City to pay any prepayment obligations in accordance with this Agreement, as provided under the Special Stipulations Section, for any fiscal year, the obligations regarding the ton tipping fee shall terminate immediately without further obligation of City.

5) AUDIT

Contractors that receive over five thousand and zero cents ($5,000.00) of public funding within a fiscal year, including the number of grants or loans and the value of any in-kind donations from a local government, the State, or the federal government shall provide City with a certified audit, a copy of the management letter, and management's response to the auditor recommendations, by independent auditors for a prior fiscal year period prior to receiving any funds from City. If City funds were used during the fiscal year of the audit, the audit would specifically state the purposes for which City funds were used. The audit will specifically describe any exceptions and the amount of the exceptions. If such audit is not available upon the commencement of this Agreement, the audit is due to City no less than one hundred and twenty (120) days after the Contractor's current fiscal year. Furthermore, City may request to review an audit or audit Contractor within the five-year period following the expiration of this Agreement.

a. If at any time City determines Contractor is not in compliance with either this Agreement or N.C.G.S. § 159-40, or any other federal, state, or local law, policy, or regulation affecting the expenditure of public funds, Contractor shall be notified in writing as to the nature of the deficiency. It is the responsibility of Contractor at its expense to rectify and/or reconcile any material deficiencies identified by audit or quarterly review of financial activity by City. Failure to cure a material deficiency in compliance with N.G.C.S. § 159-40 or the terms of this Agreement within thirty (30) days of receipt of a written notice from City shall constitute a default and may be cause for termination of this Agreement.

b. At any time City deems it necessary or appropriate, Contractor agrees that an internal audit by City may be made of the Contractor's books or records to the extent necessary to assess compliance with this Agreement.

6) INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor is not an agent, officer, or employee of City and shall have no authority to act as an agent of the CITY nor enter any agreement for or on behalf of the City. Contractor shall at all times provide City with satisfactory proof of its status as a foreign corporation organized to do business in the State of North Carolina.

7) MEMORANDUM OF LEASE

City will execute in customary form a Memorandum of Lease for recording in the Cumberland County Registry. A copy of the Memorandum of Lease is attached to this Agreement as Exhibit A.

8) SPECIAL STIPULATIONS

a. Contractor agrees that it will reasonably cooperate with City to help design transportation routes that attempt to minimize the material adverse effects, if any, of Contractor' hauling vehicles and transfer trucks on local property owners near the Premises. Contractor will also use commercially reasonable efforts to inform and, to the extent reasonably practicable, require, that third-party haulers making deliveries to the Premises use the same "preferred" routes (for example, requiring in delivery contracts that certain routes, rather than others, be used).

b. Contractor agrees to continue to employ a minimum of three (3) employees to manage the Premises and agrees to add one (1) employee for every additional sixty thousand (60,000) tons of waste transferred annually above the rate as of the signing of this Agreement.

c. Contractor agrees to allow City to dump Acceptable Waste at the Premises at forty-eight dollars ($48) a ton tipping fee, if needed, during regular business hours or as otherwise agreed for the duration of this Agreement. The tipping fee shall increase each year by the annual percentage increase in the Consumer Price Index All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics of

the United States Department of Labor for the most recently available 12-month period.

d. The provisions contained in this Section shall terminate upon the expiration or earlier termination of this Agreement.

9) IMPROVEMENTS AND FIXTURES

Upon the termination of this Agreement, Contractor agrees that any improvements or alterations made to the Premises will remain on the Premises and treat any and all buildings as real property and objects as a fixture, becoming permanently affixed to the Premises. Under this Agreement, an object is considered a real property fixture if it was attached to the real property which includes any building and piece of land located on the Premises, during the term of this Agreement. This extends to any building or fixtures built, installed or added under any previous Agreements between the Parties.

Notwithstanding the provisions above, Contractor shall have the right to remove trade fixtures, equipment, and personal property installed by Contractor at Contractor's expense that are used in Contractor's trade or business and that can be removed without material damage to the Premises ("Trade Fixtures"). Contractor must remove all Trade Fixtures prior to or upon termination of this Agreement and shall repair any damage caused by such removal, restoring the Premises to its original condition, reasonable wear and tear excepted. Any Trade Fixtures not removed within sixty (60) days after termination of this Agreement shall be deemed abandoned and shall become the property of City, which may dispose of them without liability to Contractor. Contractor shall provide City with at least fifteen (15) days' written notice prior to removal of any Trade Fixtures.

a. <u>Fixtures and Equipment Inventory</u>

Within ninety (90) days after the Effective Date of this Agreement, the parties shall jointly inspect the Premises and prepare a comprehensive list of Fixtures and Equipment Inventory ("Inventory") that shall be attached hereto as Exhibit B. The Inventory shall categorize all items as follows:

1. **Existing Fixtures** - Items present on the Premises as of the Effective Date that are fixtures of the real property and owned by City;
2. **Existing Equipment** - Personal property and equipment present on the Premises as of the Effective Date, with designation of ownership;
3. **Contractor Improvements** - Items to be installed by Contractor that will become permanent fixtures and City property upon installation;
4. **Trade Fixtures** - Items to be installed by Contractor that qualify as Trade Fixtures removable by Contractor upon termination.

The Inventory shall include, for each item: (i) description; (ii) location; (iii) condition; (iv) ownership status; (v) category designation; and (vi) photographs where

appropriate. Both parties shall sign the completed Inventory, and it shall be incorporated into and made part of this Agreement.

Contractor shall provide City with written notice within fifteen (15) days of installing, removing, or materially altering any fixture, equipment, or improvement on the Premises. Upon City's request, the parties shall update the Inventory to reflect such changes. Any item installed by Contractor that is not designated as a Trade Fixture in an updated Inventory shall be deemed an improvement that becomes City property under this Section. Contractor shall provide documentation, including invoices and photographs, for any items Contractor claims as Trade Fixtures.

10) PREMISES PERMIT

Contractor obligations under this Agreement are at all times conditioned upon Contractor having obtained and maintaining for the Premises, and Contractor use thereof, all such permits and licenses for operating a municipal solid waste transfer station as may be required by the State of North Carolina and any other applicable governmental authorities. Except for those permits to be issued in the name of City and described in Section 4-14, Contractor shall obtain permits at its own expense. City shall reasonably cooperate with Contractor in obtaining all necessary permits and licenses. Contractor shall provide copies of all such permits and approvals to city upon request.

11) WARRANTIES

a. City hereby represents and warrants that City is the owner of the Premises in fee simple absolute, subject to any covenants, conditions, restrictions, easements, encumbrances and other matters of record. Except as set forth in this Section 13, City makes no warranty regarding the condition, suitability, or fitness of the Premises for Contractor's intended use.

b. City covenants that Contractor, upon payment of all rents and other charges provided herein, and upon observance and performance of the covenants, conditions, and terms of this Agreement, shall peaceably hold and enjoy the Premises for the term hereby granted without hinderance or interruption by City or any other person or persons claiming under City, except as herein expressly provided.

12) ASSIGNMENT

Contractor shall not assign its contract rights under this Agreement nor any part thereof, nor delegate or subcontract any performances hereunder without first obtaining City's written approval thereof.

13) SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of City's sovereign immunity, governmental immunity, or the protections provided to City under North Carolina law, including but not limited to the North Carolina Tort Claims Act, N.C. Gen. Stat. § 143-291 et seq., and the Public Officers and Employees Liability Insurance Act, N.C. Gen. Stat. § 160A-485. The liability of City, if any, shall be limited as provided by applicable North Carolina statutes. No provision of this Agreement requiring insurance,

indemnification, or allocation of risk shall be construed as a waiver of any immunity or limitation on liability to which City is entitled under law.

14) ENTIRE AGREEMENT

This Agreement, together with any exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. This Agreement may not be amended or modified except by a written instrument signed by both parties.

15) 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 with the purposes of this Agreement and the requirements of applicable law.

16) BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17) SURVIVAL OF TERMS

All warranties and representations contained within this Agreement 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. Any survival of claims regarding unknown environmental hazards 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.

18) SUPERSEDING TERMS

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.

19) PUBLIC RECORDS

Contractor acknowledges that City is subject to the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 et seq., and that documents and information provided to City in connection with this Agreement may be subject to public disclosure unless specifically exempted by law. Contractor shall clearly identify any information it considers confidential or proprietary; however, City shall make the final determination regarding disclosure in accordance with applicable law.

20) CONTRACTOR AND AUTHORITY

City hereby designates the City Manager or his/her designee as its exclusive agent with respect to this Agreement. The City Manager or his/her designee is authorized, on behalf of City, to negotiate directly with Contractor on all matters pertaining to this Agreement. Contractor agrees that all of its dealings with City in respect to the terms and conditions of this Agreement shall be exclusively with the City Manager or his/her

designee. Further, Contractor specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the Section 21.

21) MODIFICATION

This Agreement may be modified only by an instrument duly executed by the Parties or their respective successors.

22) NOTICES

Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with a written acknowledgment of receipt, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

CONTRACTOR:

Waste Industries, LLC, d/b/a GFL Environmental
1000 Social Street #11000
Raleigh, NC 27609

CITY:

City of Fayetteville – Public Services, Solid Waste Division
433 Hay St.
Fayetteville, NC 28301
Telephone: (910) 433-1984

Dr. Douglas J. Hewett, ICMA-CM, City Manager
City of Fayetteville --- City Manager's Office
433 Hay St.
Fayetteville, NC 28301

Lachelle H. Pulliam, City Attorney
City of Fayetteville --- City Attorney's Office
433 Hay St.
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

23) E-VERIFY

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies,

which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64, of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64, of the North Carolina General Statutes, must use E-Verify and, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that anyone currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

24) DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVEST IN IRAN CERTIFICATION

Contractor 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, Contractor further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

25) COMPLIANCE WITH LAWS

Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and requirements. Contractor shall promptly remedy any violations of laws or regulations arising from Contractor's use or occupancy of the Premises. If Contractor fails to remedy such violations within fifteen (15) days after written notice from City (or such shorter period as may be required by law or regulation), City may remedy the violation and charge the cost to Contractor as additional rent.

26) NONDISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

27) GOVERNING LAW

The validity, interpretation, performance, and execution of this Agreement and all rights accruing under this Agreement are all governed by North Carolina law.

28) VENUE AND FORUM SELECTION

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.

29) INDEMNIFICATION

To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of, resulting from, or in connection with the negligence or willful misconduct of such party or its contractors, agents or employees in the performance of this Agreement. This indemnification obligation shall survive for a period of three (3) years following the termination or expiration of this Agreement with respect to the negligence or willful misconduct of either party or its contractors, agents or employees during the term of this Agreement. The indemnification obligations set forth shall not constitute a waiver of City's governmental immunity or sovereign immunity under North Carolina law in any respect.

For purposes of clarity, neither party will be responsible for claims or damages caused by the negligent acts or omissions of the other party or its contractors, agents or employees.

30) 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 because of a cause beyond its reasonable control, including to the extent applicable an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado or other catastrophic natural event or act of God.

31) ARBITRATION

The Parties shall use their best endeavors to settle any disputes between them promptly and in a manner to help avoid the recurrence of similar disputes. In the event that the Parties are unable to settle their dispute in a timely manner, any dispute arising from a claimed default shall be referred to arbitration. The decision and any award made by the Arbitrator shall be binding and final as to both Parties. Any warning submitted to arbitration shall be upheld or withdrawn by the arbitrator. Each party shall bear their own legal fees in connection with arbitration.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties agree to the terms and conditions in the Agreement and all Appendices hereto and sign to that effect:

ATTEST:

Contractor

BY: _____

BY: _____
Name
Title

Date: _____

Date: _____

ATTEST:

CITY OF FAYETTEVILLE

BY: _____
JENNIFER L. AYRE
City Clerk

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

Date: _____

Date: _____

APPROVED AS TO FORM:

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

BY: _____
ANGELICA N. MCDONALD
Assistant City Attorney

BY: _____
TIFFANY R. MURRAY
Chief Financial Officer

Exhibit A

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

MEMORANDUM OF LEASE

THE CITY OF FAYETTEVILLE, a North Carolina local municipal corporation located at 433 Hay Street, Fayetteville, NC hereby leases to _____, a corporation organized under _____ for a term beginning the _____ day of _____, 202_ and continuing for a maximum period of ten years, including extensions and renewals, if any, the following property:

Being all of Lots 2-47 along with the portions of Cole Street and Driver Street as shown on that certain plat entitled "Property of the EA Poe Estate" recorded in Plat Book 9, Page 20 of the Cumberland County Registry, State of North Carolina.

The provisions set forth in a written lease agreement between the parties dated the _____ day of _____, 2025, are hereby incorporated in this memorandum.

CITY OF FAYETTEVILLE

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

ATTEST:

_____
JENNIFER L. AYRE, City Clerk

_____

By:_____
_____, _____

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public for _____ County, North Carolina, certify that ***Jennifer L. Ayre*** personally came before me this day and acknowledged that she is the ***City Clerk*** of ***City of Fayetteville***, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its ***City Clerk.***

Witness my hand and notarial seal, this the _____ day of _____, 2025.

(Official Seal)

_____

Notary Public

My commission expires:

_____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for _____ County and State, do hereby certify that _____ of _____ LLC personally appeared before me this day and acknowledged that he/she is _____ of _____ LLC and in such representative capacity voluntarily signed and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2025.

(Official Seal)

_____

Notary Public

My commission expires:

_____

EXHIBIT B

FIXTURES AND EQUIPMENT INVENTORY

Agreement Between: City of Fayetteville ("City") and Waste Industries, LLC ("Contractor")

Property Address: 583 Winslow Street, Fayetteville, NC 28301

Inspection Date: [Insert Date]

Inspected By:

- City Representative: _____ Date: _____
- Contractor Representative: _____ Date: _____

INSTRUCTIONS FOR USE

Category Definitions:

- **EF** = Existing Fixture (Present on premises; owned by City; part of real property)
- **EE** = Existing Equipment (Present on premises; personal property; ownership as noted)
- **CI** = Contractor Improvement (To be/was installed by Contractor; becomes City property)
- **TF** = Trade Fixture (Installed by Contractor; removable by Contractor at lease end)

Condition Codes:

- **E** = Excellent (Like new condition)
- **G** = Good (Minor wear, fully functional)
- **F** = Fair (Visible wear, functional but may need attention)
- **P** = Poor (Significant wear, needs repair/replacement)
- **N/A** = Not yet installed

Item No.	Description	Condition	Category	Ownership	Install Date	Notes
01						
02						
03						
04						
05						
06						
07						
08						
09						
10						
11						
12						
13						
14						

SUMMARY BY CATEGORY

Category	Count	Total Estimated Value
Existing Fixtures (EF)		$
Existing Equipment (EE)		$
Contractor Improvements (CI)		$
Trade Fixtures (TF)		$
TOTAL		**$**

SPECIAL PROVISIONS AND CLARIFICATIONS

[Use this section to note any special agreements about specific items, disputed classifications, or unique circumstances]

1. _____

2. _____

3. _____

4. _____

5. _____

ACKNOWLEDGMENT AND AGREEMENT

The undersigned parties acknowledge that they have jointly inspected the Premises, prepared this Inventory together, and agree that this Inventory accurately reflects the fixtures, equipment, and improvements present on or planned for the Premises as of the date of this Inventory.

The parties further agree that:

1. This Inventory is incorporated into and made part of the Lease Agreement dated _____ between the parties.
2. Items categorized as "Existing Fixtures" (EF) are and shall remain the property of City.
3. Items categorized as "Existing Equipment" (EE) are owned as indicated and shall be removed by the owner at or before lease termination unless otherwise agreed.
4. Items categorized as "Contractor Improvements" (CI) shall become the property of City upon installation and shall remain on the Premises at lease termination.
5. Items categorized as "Trade Fixtures" (TF) may be removed by Contractor upon lease termination in accordance with Section 11 of the Agreement, provided Contractor repairs any damage caused by removal.
6. Any items installed by Contractor after the date of this Inventory that are not added to an updated Inventory and designated as Trade Fixtures shall be deemed Contractor Improvements and shall become City Property.
7. This Inventory may be amended or updated only by written agreement signed by both parties.

FOR CITY:

City of Fayetteville

By: _____ Date: _____

Name: _____

Title: _____

FOR CONTRACTOR:

_____ (Contractor Legal Name)

By: _____ Date: _____

Name: _____

Title: _____

AMENDMENT LOG

Amendment No.	Date	Items Added/Modified	Authorized By (City)	Authorized By (Contractor)
1				
2				
3				
4				
5				

City of Fayetteville

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

City Council Action Memo

File Number: 26-0191

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A7

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

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

FROM: **Jeffrey Yates, Assistant City Manager**

DATE: **March 23, 2026**

RE:

Authorize the City Manger to execute a contract with the apparent lowest responsive, responsible bidder, Group III Management for the McArthur Road Sports Field Complex project in the total amount of $13,663,000.

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4 - The City of Fayetteville will be a highly desirable place to live, work and recreate with thriving neighborhoods and a high quality of life for its citizens.
Strategic Objective 4.2: Enhance diverse recreation, leisure and cultural opportunities.

Executive Summary:

Bids were received for the construction of McArthur Road Sports Field Complex. The lowest responsive, responsible bidder is Group III Management, Kinston, NC in the total amount of $13,663,000.

If approved by City Council, the project team for the McArthur Road Sports Field Complex will be as follows:

- General Contractor - Group III Management, Inc.
- Architect - Del Crawford, Crawford Design Company
- Owners Advisor - Turner & Townsend Heery, LLC
- City Project Staff - Joseph Staton /Roger Hunt, Project & Contract Manager, and Dan LaMontagne, Freese & Nichols

Background:

A full master plan has been developed for the McArthur Road Sports Field Complex site by a design team including architecture and engineering professionals. The scope of the project includes:

- Clearing and grubbing of approximately 68 acres.
- Construction of:

- 12 baseball fields, parking facilities, landscaping, walkways and utilities
- Three structures consisting of a 600 SF maintenance building, 1,104 SF concession/restroom building, and 2,871 SF multi-use building.

CONFORMING BIDDERS	TOTAL PRICE
Cooper Tacia General Contracting Co. Raleigh, NC	$14,549,646
Allen Grading Company, Goldsboro, NC	$17,520,000
Group III Management, Kinston, NC	$13,663,000
Swinerton Builders, Raleigh, NC	$13,852,000
Sanford Contractors, Sanford, NC	$14,945,000

NON-LICENSED SUBMISSION

Eastern Builders Inc., Jacksonville, NC

Issues/Analysis:

The bids notice was advertised on December 12, 2025, with a bid opening date of February 12, 2026.

Budget Impact:

The current approved total project budget is $22,931,018. Funded through previously parks and recreation general obligation bonds and limited obligation bonds. The limited obligation bonds will be issued when the project is near completion and final price is known.

Options:

1. Authorize the City Manager to execute a contract with the apparent lowest responsive, responsible bidder, Group III Management for the McArthur Road Sports Field Complex project in the total amount of $13,663,000.
2. Do not authorize the City Manager to execute the contract and provide further direction to staff.

Recommended Action:

Motion to Authorize the City Manager to execute a contract with the apparent lowest responsive, responsible bidder, Group III Management for the McArthur Road Sports Field Complex project in the total amount of $13,663,000.

Attachments:

Bid Tab - McArthur Road Sports Field Complex

CITY OF FAYETTEVILLE
MCARTHUR ROAD SPORT COMPLEX

Bid Opening Date: February 12, 2026 @ 2:00pm

COMPANY	Liccense	BID	ALT G1	ALT G2	Total	ADDENDUM No.1	ADDENDUM No. 2	ADDENDUM No.3
*Eastern Builders Inc.		NO BID						
Cooper Tacia General Contracting Co.	65299	13,728,000.00	552,341.00	269,305.00	14,549,646.00	X	X	X
Allen Grading Company	36649	15,650,000.00	1,550,000.00	320,000.00	17,520,000.00	X	X	X
Group III Management	22369	12,788,000.00	592,000.00	283,000.00	13,663,000.00	X	X	X
Swinerton Builders	73913	12,980,000.00	600,000.00	272,000.00	13,852,000.00	X	X	X
Sanford Contractors	6301	13,980,000.00	695,000.00	270,000.00	14,945,000.00	X	X	X

*Eastern Builders Inc. was not licensed in the entity that submitted the bid

I certify that the amounts stated above are true and correct based on the February 12, 2026 bid opening.

Del Crawford

Crawford Design Company
Del Crawford, ASLA, LEED AP

Crawford Design Company

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
1020
FRANK D. CRAWFORD JR.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0159

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A8

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

THRU: **Jodi Phelps, Assistant City Manager**
Jeffrey Yates, Assistant City Manager, ICMA-CM

FROM: **Jennifer Ayre, MMC, City Clerk**
Michelle Brooks, Interim Budget Director

DATE: **March 23, 2026**

RE:
Adoption of Budget Ordinance Amendment to Appropriate Funds for the 2025 Municipal Election Cost Increase

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 5: Financially Sound City Providing Exemplary City Services

Executive Summary:
Council is asked to adopt Budget Ordinance Amendment (BOA) 2026-6 to appropriate $48,589 from the General Fund for the unanticipated increase in costs of the 2025 Municipal Election.

Background:
The budget for the municipal election was based on previous years as well as only having one early voting site. The State Board of Elections approved three early voting sites for the 2025 Municipal Election. This caused a significant increase beyond the budgeted $270,000.

As of March 2, 2026, the election budget had a total of $266,779 available with the total cost of the election being $315,368.

Issues/Analysis:
N/A

Budget Impact:
This action would appropriate $48,589 from the General Fund fund balance to support the increase in costs of the 2025 Municipal Election.

Options:
1. Adopt Budget Ordinance Amendment 2026-6 as presented to appropriate additional funds for the 2025 Municipal Election.

2. Do not adopt Budget Ordinance Amendment 2026-6 and provide further direction to staff.

Recommended Action:
Staff recommends that Council move to adopt Budget Ordinance Amendment 2026-6 as presented.

Attachments:
Budget Ordinance Amendment 2026-6
Municipal Election Invoices

2025-2026 BUDGET ORDINANCE AMENDMENT
CHANGE 2026-6

BE IT ORDAINED BY THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA:

That the City of Fayetteville Budget Ordinance adopted June 9, 2025 is hereby amended as follows:

Section 1. It is estimated that the following revenues and other financing sources will be available during the fiscal year beginning July 1, 2025, and ending June 30, 2026, to meet the appropriations listed in Section 2.

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Fund Balance Appropriation	$ 16,757,908	$ 48,589	$ 16,806,497
All Other General Fund Revenues and Financing Sources	200,195,819	-	200,195,819
Total Estimated General Fund Revenues and Other Financing Sources	$ 216,953,727	$ 48,589	$ 217,002,316

Section 2. The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, according to the following schedules:

Item

Schedule A: General Fund	Listed As	Revision	Revised Amount
Support Services and Administration	$ 29,449,234	$ 48,589	$ 29,497,823
All Other General Fund Expenditures and Other Financing Uses	187,504,493	-	187,504,493
Total Estimated General Fund Expenditures and Other Financing Uses	$ 216,953,727	$ 48,589	$ 217,002,316

Adopted this 23rd day of March, 2026.

CUMBERLAND COUNTY BOARD OF ELECTIONS

Linda Devore
Chair

Angie Amaro
Director

Bree Eldridge
Secretary

Derek Edmonds
Member

Irene Grimes
Member

Ryan Johnson
Member

Vicki Hilburn
Deputy Director

February 19, 2026

City of Fayetteville
Pamela Megill
433 Hay Street
Fayetteville, NC 28301

Ms. Megill:

Please find enclosed the invoices for the City of Fayetteville October Primary held on October 7, 2025, and the City of Fayetteville General Election held on November 4, 2025.

Fayetteville Primary	$150,371.55
Fayetteville General Election	$164,996.27
Total	$315,367.82

If you have any questions, please do not hesitate to call us at 678-7733. We would be glad to explain any item on your invoices.

Sincerely,

Angie Amaro

Angie Amaro, Director
Cumberland County Board of Elections

AA/vh
Encls.

INVOICE

Cumberland County
Board of Elections

227 Fountainhead Ln, Suite 101
Fayetteville, NC 28301
Phone: (910) 678-7733
Fax: (910) 678-7738

INVOICE # 202510-004
DATE: February 19, 2026

TO:
City of Fayetteville
Pamela McGill
433 Hay Street
Fayetteville, NC 28301

Municipal Election
October 7, 2025

DESCRIPTION		TOTAL
ES&S Programming		12,707.60
Ballots, Ballot Boxes and Election Supplies		49,036.17
Precinct Officials		66,890.00
Election Day Workers (election night staff, training)		4,592.50
Advertising		1,958.06
Overtime (Permanent Staff)		6,189.61
Part-time for office, one stop voting and election day rovers		15,671.45
Rent on Buildings		2,450.00
Mailing Cost		0.00
	Subtotal	$ 159,495.39
	Less Filing Fees	$ 9,123.84
	Total Due	**$ 150,371.55**

INVOICE

Cumberland County
Board of Elections

227 Fountainhead Ln, Suite 101
Fayetteville, NC 28301
Phone: (910) 678-7733
Fax: (910) 678-7738

INVOICE # 202511-004
DATE: February 19, 2026

TO:
City of Fayetteville
Pamela McGill
433 Hay Street
Fayetteville, NC 28301

Municipal Election
November 4, 2025

DESCRIPTION			TOTAL
ES&S Programming			12,163.05
Ballots, Ballot Boxes and Election Supplies			57,582.91
Precinct Officials			49,810.62
Election Day Workers (election night staff, training)			4,096.30
Advertising			1,329.77
Overtime (Permanent Staff)			2,692.42
Part-time for office, one stop voting and election day rovers			34,821.21
Rent on Buildings			2,500.00
Mailing Cost			0.00
	Subtotal	$	164,996.27
	Less Filing Fees	$	-
	Total Due	**$**	**164,996.27**

City of Fayetteville

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

City Council Action Memo

File Number: 26-0172

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 7.0A9

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

THRU: **Jeffrey Yates, ICMA-CM, Assistant City Manager**

FROM: **Andrew LaGala, A.A.E., Airport Director**

DATE: **March 23, 2026**

RE:
Approve Commercial Airline Use Agreements and Authorize City Manager to Execute Contracts

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV - Desirable Place to Live, Work and Recreate
Objective 4.1 - To maintain public transportation investments with high quality transit and airport services

Executive Summary:
The Fayetteville Regional Airport (FAY) goal is to attract and retain aviation business. The approval of two legacy carriers will allow travelers to have air access. Both legacy carriers have direct connections to major hubs to include Charlotte, NC and Atlanta, GA.

Council is asked to approve the airline use agreements and authorize the City Manager to execute the commercial service agreements.

Background:
FAY acts as a welcoming gateway to the Sandhills region, focusing on providing convenient, stress-free travel, modern comfort, and Southern hospitality. The airport supports the community and economy by offering commercial flights, serving military personnel, and aiming to expand international, business, and leisure travel opportunities.

Issues/Analysis:
None.

Budget Impact:
All revenues generated from air carriers will remain with the Airport Operating Fund, and there will be no impact to the City of Fayetteville General Fund.

Options:
Approve Commercial Airline Use Agreements and Authorize City Manager to Execute

Contracts.

Do not Approve Commercial Airline Use Agreements nor Authorize City Manager to Execute Contracts on behalf of the City.

Recommended Action:
Staff recommends that City Council move to Approve Commercial Airline Use Agreements and Authorize City Manager to Execute Contracts

Attachments:
Commercial Airline Agreements

FAYETTEVILLE REGIONAL AIRPORT
AIRLINE EXCLUSIVE SPACE LEASE AND OPERATING AGREEMENT

CITY OF FAYETTEVILLE
and DELTA AIR LINES, INC.

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NORTH CAROLINA

AIRPORT USE AGREEMENT
FOR SCHEDULED AIRLINES

CUMBERLAND COUNTY

THIS AIRPORT USE AGREEMENT, (this "Agreement" entered into **_____, _____ 2026**, by and between the **CITY OF FAYETTEVILLE** (hereinafter referred to as **"CITY"**) and **DELTA AIR LINES, INC.,** a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "**USER**").

WITNESSETH:

WHEREAS, the CITY is a municipal corporation empowered and operating under the laws of North Carolina General Statutes Chapter 160A; and

WHEREAS, the CITY owns and operates a public airport designated as Fayetteville Regional Airport (Grannis Field), hereinafter called the "Airport", located in the County of Cumberland, in the State of North Carolina; and

WHEREAS, the CITY is authorized to enter into leases on Airport property in accordance with Chapter 63 Section 53; and

WHEREAS, the CITY has delegated its authority for the promulgation and application of certain rules and regulations regarding the maintenance and operation of Airlines and aeronautical related activities to the Airport Director in accordance with the City Code of Ordinances Chapter 3; and

WHEREAS, USER is engaged in the business of air transportation of persons, property, cargo, express, and mail; and

WHEREAS, USER desires the right, license, and permission to use the premises and facilities on the Airport, and CITY is willing to grant the same to USER upon the terms and conditions hereinafter stated;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

ARTICLE I – PREMISES AND AIRPORT USE

The CITY does hereby give and grant unto USER and USER does hereby hire and take from the CITY the following premises, facilities, rights and privileges on and in the Airport, as shown in Exhibit A, if any, and as hereinafter set forth:

(A) USE OF THE AIRPORT. USER shall be entitled to use, in common with others authorized by the CITY, the Airport, its appurtenances, facilities, equipment, and improvements for the purpose of the operation of an air transportation system for the carriage of persons, property, cargo, express, and mail (hereinafter referred to as "Air Transportation") and uses incidental thereto, which use shall include:

(1) The handling, ticketing, billing, and manifesting of passengers, baggage, cargo, property, express and mail in Air Transportation.

(2) The repairing, maintaining, servicing, parking, or storage of aircraft or other equipment owned or operated by USER in such area as may be reasonably approved by CITY.

(3) The training of personnel in the employ of USER, and the testing of aircraft and equipment owned or operated by USER.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of USER's aircraft, engines, accessories, and other equipment or supplies, engine oil, and fuel, insofar as same may be necessary to or in furtherance of USER's operations, but not otherwise. It is expressly understood and agreed that USER shall not engage in any separate business including the sale of engine oil, fuels, lubricants, or supplies except where reciprocal agreements require USER to service the aircraft of other certificated scheduled airlines, or where fuel of the type needed is not available from fuel concessionaires doing business at the Airport.

(5) The servicing of USER's aircraft and other equipment with fuel and other necessary supplies, whether said servicing be performed by USER or its suppliers.

(6) The right to load and unload USER's aircraft at loading gates as hereinafter designated by the CITY on a non-exclusive, but preferred basis, to afford convenient entrance to the passenger terminal building (hereinafter the "Terminal Building" by USER's passengers. The right to land, taxi, takeoff, load, unload, repair, maintain, service, park, store and test aircraft owned or operated by USER, or the aircraft of any other certificated scheduled airline with a reciprocal agreement and which has been authorized by the CITY to use the Airport and adjacent facilities.

(7) The right to load and unload persons, property, freight, express, supplies, and mail by such motor vehicles or other means of conveyance as USER may require in the operation of its Air Transportation system. USER shall have the right to transport or make arrangements with others to transport its passengers to and from the Airport in the event the CITY's authorized carriers fail or refuse to render satisfactory service.

(8) The right to install and operate a reasonable number of identifying signs on the Airport, the general type, size, and location of such signs to be subject to written approval of the CITY. Such approval shall not be unreasonably withheld, conditioned, or delayed.

(9) The rights to install, maintain, and operate, at the expense of the USER, such radio communication, meteorological and aerial navigation equipment and facilities on the Airport as may be necessary in the opinion of the USER for its operations; provided the location of such equipment and facilities shall be subject to the CITY's approval. Such approval shall not be unreasonably withheld, conditioned, or delayed, and such location shall be subject to the rules and regulations of the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).

(10) The rights and privileges granted USER under this Article I, with respect to the performance of ground services and activities in connection with its Air Transportation operations at the Airport, may be performed by USER for any other certificated Air Transportation company authorized by the CITY to use the Airport and its facilities. Such rights and privileges shall be deemed to include all activities necessary to the handling of reservations, ticketing passengers; loading and unloading passengers and their baggage; loading and unloading

property, cargo, and mail; the use of ramp, repair, and maintenance facilities; the use of storage, fueling, and communications facilities; all of which are necessary to the operation of aircraft in the Airport. The CITY reserves the right to designate the locations within which all of the activities authorized under this entire agreement shall be conducted, except to those portions of the premises to be used exclusively by USER.

(B) SPACE IN THE TERMINAL BUILDING. The exclusive use of approximately 3,952.7 square feet of space in the Terminal Building, as shown on Exhibit A, for the exclusive use by USER in the operation of its Air Transportation system for office space, the sale of tickets, handling and manifesting of passengers, cargo, express, mail and baggage and for general traffic operations, and meteorological and radio communication purposes.

(C) PUBLIC SPACE IN TERMINAL BUILDING. The use by USER and its employees, passengers, guests, and invitees, in common with others, of all public space in the Terminal Building and concourse areas, including ticket lobby, waiting room, hallways, restrooms, lounges, and all other public conveniences. Additionally, USER shall have the non-exclusive, but preferred use of 2,236 square feet as shown on Exhibit A, for use as gate lounges and bridge foyers; the CITY shall have the right, however, to assign bridge foyers and loading gates to other users from time to time as the necessity for same arises.

(D) PARKING SPACE. The use by USER and its employees, in common with others, of adequate vehicular parking space, to be designated by the CITY, located as conveniently as possible to the Terminal Building. The CITY reserves the right during the term of this Agreement to make monthly charges for USER, its employees, passengers, and invitees parking spaces. The amount of such charges shall be at the sole discretion of the CITY.

(E) RIGHT TO INGRESS AND EGRESS. The right to access, ingress, and egress with respect to the Airport and the specific premises outlined in (A) through (D) above, to USER, its employees, passengers, guests, suppliers of materials, and furnishers of services, subject however, to reasonable Airport rules and regulations.

ARTICLE II – TERM

The initial term of this Agreement shall be for a period of five (5) years beginning on the 1st day of May 2026 or the date of execution of this Agreement, whichever is later, and ending on the 30th day of April 2031. At the end of the initial five (5) year term, the parties shall have the option of extending this Agreement for up to five (5) additional one (1) year terms, upon such conditions as are mutually acceptable and agreed upon by CITY and USER.

ARTICLE III – FEES AND CHARGES

USER agrees to pay the CITY monthly, without notice or demand for the use of all the premises, facilities, services, rights, licenses, and privileges granted hereunder, the fees and charges as set forth below. In addition to the fees and charges set forth below, USER shall pay the CITY an Operation and Maintenance (O&M) charge of Nine Dollars ($9.00) per square foot per year for the term of this Agreement for the 3,952.7 square feet of exclusive space. Such payment (to be made in monthly installments) shall be in addition to the amounts set forth in (A) (1), (2), (3), (4), (5) and (6) below, which shall be charged monthly during the term of this Agreement and shall be due on or before the first day of each month.

(A) EXCLUSIVE SPACE IN TERMINAL BUILDING

(1) For 321.6 square feet of air-conditioned Airline Counter space, the sum of $27.00 per square foot per year.

(2) For 957.8 square feet of air-conditioned Ticket Office and Administrative Space, the sum of $12.00 per square foot per year.

(3) For 1,404 square feet of Airline Baggage Make Up Space, the sum of $3.79 per square foot per year.

(4) For 414.3 square feet of Ticket Cueuing Area the sum of $10.00 per square foot per year.

(5) For 855 square feet of Baggage Claim Area the sum of $6.00 per square foot per year.

(6) For 125 square feet of land for Glycol Storage, the sum of $4.00 per square foot per year.

(B) NON-EXCLUSIVE SPACE IN TERMINAL BUILDING. For 2,236 square feet of space in Concourse A for the operation of loading gates and lounges on a non-exclusive, but preferred basis, the sum of $10.00 per square foot annually for the term of this Agreement. Such payment for this space shall be due on or before the first day of each month.

(C) LATE FEE. Any fee payable by USER under this Agreement that is not paid within ten (10) days after written notice of such failure to USER from the CITY shall bear a late payment fee at the rate of one and one-half percent (1.5%) per month from the due date until paid.

If any payment of the fees by USER due under this Article shall not be paid within ten (10) days of the due date, which is thirty (30) days from date of invoice, interest shall accrue at a rate equal to one and one-half percent (1.5%) per month. Such interest shall begin on the day following the due date for such fees and all interest shall be calculated on a 365-day year. In the event it becomes necessary for CITY to institute legal proceedings to collect any of the fees payable under this Agreement, the USER agrees to pay all reasonable and necessary expenses incurred by CITY in such legal proceedings, including reasonable attorney's fees. Further, the failure of USER to timely pay the fees payable under this Agreement is grounds for termination of this Agreement in accordance with the provisions of ARTICLE XII of this Agreement. The rentals and fees set out hereinabove in Sections A and B of this Article shall be billed to the USER monthly on or before the 10th day of each calendar month next succeeding that for which billing is made.

(D) ADDITIONAL SPACE. It is understood that whenever USER desires additional space in the existing Terminal Building and such space is available and contiguous with existing leased premises that the rates shall be on the same cost basis, as set forth in this Article III for such additional space. Should USER be required to move to new facilities as opposed to taking additional contiguous space, then the fees and charges for such new facilities shall be agreed upon in advance of such move.

(E) INTERCOM AND PUBLIC ADDRESS SYSTEM. For use, in common with other users authorized by the CITY, of an intercom and public address system, a pro-rata share of CITY's monthly cost. It is agreed that USER's prorata share for the use of said intercom and public address system shall be $35.00 per month, which shall be due on or before the first day of each month.

(F) JET BRIDGE USAGE FEES. A monthly charge for jet bridge use, based on the actual number of USER's uses of the CITY's jet bridges. It is agreed that the USER's cost for each use shall be Five Dollars ($5.00), subject to annual updates.

USER will maintain a record of the actual number of jet bridge uses during each month and shall submit said record to the CITY via the Real Estate Division within five (5) days following the end of each month. Upon receipt of said record of jet bridge uses each month, CITY shall prepare and submit to USER an invoice. USER shall in turn remit payment to CITY, without additional notice or demand, within thirty (30) days after receipt of said invoice.

(G) LANDING FEES. A monthly charge, based on the actual number of USER's revenue trip arrivals at said Airport, as follows:

One Dollar and Fifty Cents ($1.50) per thousand pounds of certified gross landing weight over 12,500 pounds, subject to updates as approved in the City's fee schedule, adopted by the City Council.

Such weight shall be computed on the basis of the maximum gross landing weight as certificated by the Federal Aviation Administration for each type of aircraft operated by USER at said Airport.

Actual revenue trip arrivals shall include only those scheduled flights flown by USER, which actually land at said Airport during the month in question. Such flights shall be independent of USER's published schedule and shall not include ferry flights, inspection flights, courtesy or sightseeing flights, flights returning to or diverted to said Airport due to mechanical difficulties, weather conditions, or other conditions beyond USER's control which flights do not generate revenue traffic at said Airport, or any other non-revenue flights landing at said Airport.

USER will maintain a record of the actual number of revenue landings during each month for each type of aircraft operated at said Airport by USER and will submit said record to the CITY via the Real Estate Division within five (5) days following the end of each month. The number of such landings for the month in question, multiplied by the applicable weight for each type of aircraft as above described, shall determine the weight for which monthly payment shall be made.

On receipt of said record of actual revenue landing for each month, CITY via the Real Estate Division shall prepare and submit to USER an invoice. USER shall in turn remit payment to CITY, without notice or demand, within thirty (30) days after receipt of said invoice.

CITY shall have the right to inspect at reasonable times such of USER's records reasonably necessary to permit CITY to verify USER's operations and weight reports.

(H) PRORATA CHARGES OF JOINT USE TERMS. USER shall pay the CITY its pro-rata share of the CITY's cost of providing certain jointly used services and items as follows:

(1) A pro-rata share of the CITY's cost of providing public safety officers based on the number of USER's enplaned passengers each month in comparison with the number of enplaned passengers of other signatory airlines. The costs of public safety officers shall be based on the average annual salary, plus benefits of public safety officers. Upon the date hereof, such monthly cost to be prorated amongst signatory airlines is agreed to be Twenty-Six Thousand

Four Hundred Twenty-Six Dollars & Twenty-Seven Cents ($26,426.27) and shall continue to be such amount for the duration of the term of this Agreement.

(2) A pro-rata share of the CITY's costs for contract maintenance services in comparison with other signatory airlines based on enplaned passengers. It is agreed that the monthly apportionment for the term to satisfy CITY's requirement is Six Thousand Five Hundred Thirty-Four Dollars ($6,534.00).

(3) For purposes of this Agreement, "enplaned passenger" shall mean all ticketed originating and on-line or off-line transfer passengers of USER and of all other passenger air carriers serving the Airport; provided, however, "enplaned passengers" shall not include non-revenue passengers.

ARTICLE IV – AUTHORITY TO GRANT RIGHTS

The CITY represents that it has the right and authority to grant the rights, licenses, and privileges herein granted and has the full power and authority to enter into this Agreement.

ARTICLE V – OTHER CHARGES AND FEES

No other rental fees, licenses, excise or operating taxes, tolls, or other charges except those herein set forth shall be charged USER or any of its suppliers of materials or furnishers of services for the privileges and rights granted under this Agreement; provided, however, that, subject to the following sentence, other suppliers of materials or furnishers of services to USER shall not have the right to supply materials or furnish services to others without entering into a concession agreement and paying the necessary fees as shall be required by the CITY.

ARTICLE VI – RIGHT TO PURCHASE SUPPLIES AND MATERIALS

USER shall have the right to purchase such materials, goods, and services as it deems necessary for the operation of its business and the CITY shall make no charges or fees against USER's suppliers of materials, goods, or services (including without limitation, its ground handlers). USER shall not have the right or privilege of supplying same to other parties or persons without entering into such concession agreements and paying such charges and fees as shall be required by the CITY.

ARTICLE VII – MAINTENANCE AND OPERATION

During the term of this Agreement and any renewal hereof, the CITY shall operate, maintain, and keep in good repair and maintenance all Airport property, including the Terminal Building, all public and passenger space, all vehicular parking spaces, all field lighting and all other Airport appurtenances and facilities, specifically including the space and facilities granted USER pursuant to the terms of this Agreement. Furthermore, the CITY shall keep the Airport and all approaches free from obstructions, unreasonable congestion and interference. The CITY shall use its best efforts in the cleaning and removal of snow, vegetation, stones and other foreign matter from all runways, taxiways, loading areas, and aprons so that same may be safe for the use by USER as set forth in this Agreement. The CITY shall maintain and operate the Airport in all respects in a manner at least equal to the highest standards or rating for airports of similar size and character as required by the Federal Aviation Administration and other governmental agency having jurisdiction thereof.

The CITY shall keep the public and passenger space in the Terminal Building adequately and attractively supplied, equipped, furnished and decorated, and will provide and supply adequate light, electricity, heat, air conditioning and water for all public space in the Terminal Building. The CITY shall further provide and maintain adequate directional signs in all public and passenger spaces on the Airport. The CITY shall provide janitorial services, as shall be necessary to keep all public and passenger space clean, neat, and orderly. The CITY shall keep all vehicular parking spaces clean, neat and orderly. The CITY shall provide USER with air conditioning and janitorial services for the premises leased or used by USER as further described herein, it being understood that the cost of the air conditioning and janitorial service is included in the operations and maintenance costs. Should CITY fail to perform any obligation required by this Article within thirty (30) days after written notice from USER specifying such failure, then USER shall have the right, but not the duty, to perform said obligation and USER may deduct the reasonable cost of performing such obligation from any rentals, fees, or charges subsequently becoming due from USER to the CITY under the terms of this Agreement (such deduction to be accompanied by an invoice setting for the costs incurred by USER in performing such obligations); provided, however, that if the health and safety of any person shall be adversely affected and USER so states in its notice to the CITY, then USER may perform such obligation without awaiting the expiration of thirty (30) days.

Conversely, if USER fails to perform any obligation required by this Agreement within thirty (30) days after written notice from CITY specifying such failure, then the CITY shall have the right, but not the duty, to perform said obligation and the CITY shall add the reasonable costs of performing said obligations to any rentals, fees, or charges subsequently becoming due from USER (such additional costs to be set forth in an invoice delivered to USER).

USER acknowledges that it has examined the landing field, runways, aprons, and taxiways and acknowledges that they are in good order and satisfactory condition and are adequate for the purposes of this Agreement. The CITY agrees to maintain said landing field, runways, aprons, and taxiways in substantially as good order and repair as they exist upon the execution of this Agreement.

ARTICLE VIII – RULES AND REGULATIONS

The CITY may adopt reasonable rules and regulations that USER agrees to observe and obey with respect to the use of the Airport in accordance with City Code of Ordinances Section 3-13 and 3-53. Such rules and regulations as may be adopted shall provide for the safety of those using the Airport; provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement, or other procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of USER's aircraft at the Airport and shall be applied by CITY in a non-discriminatory manner.

ARTICLE IX – SPACE FOR GOVERNMENT AGENCIES

If CITY makes available adequate space and facilities at the Airport for the use of the Federal Aviation Administration, Weather Bureau, Post Office Department, Customs and Immigration agents, or any and all other governmental agencies requiring space therein, any such space and facilities shall be furnished without charge to USER.

ARTICLE X – CONTROL OF RATES, FARES, OR CHARGES

CITY shall have no control whatsoever over the rates, fares or charges that USER may prescribe for any of its services to, from, through or at the Airport.

ARTICLE XI – DAMAGE OR DESTRUCTION OF TERMINAL BUILDING

If the property which is to be occupied by USER shall be partially damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by the CITY at its own cost and expense, and the rent hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be restored; provided, however, that the rent provided herein shall continue and be paid by USER on any usable portion of the said property, covered by this Agreement, which has not been rendered unusable by fire or other casualty and the rent on such portion of said property shall be proportionately paid. If after ninety (90) days from the time of such damage or destruction the said premises are not restored, and no contract for repair or reconstruction thereof has been signed, USER shall have the right upon notice to the CITY to cancel this Agreement insofar as it relates to said premises.

USER shall be responsible to pay for the repair of any damage to any Airport property caused by USER's tugs or towing trucks. Likewise, USER shall immediately clean or pay for terrazzo/carpet cleaning in concourse or terminal areas caused by USER's employees or service personnel tracking in grease and oil from USER's repair areas.

ARTICLE XII – TERMINATION BY CITY

In the event that USER shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against it and USER is thereafter adjudicated bankrupt pursuant to such proceedings, or if the courts shall take jurisdiction of USER and its assets pursuant to proceedings brought under the provision of any federal reorganization act, or if a receiver of USER's assets shall be appointed, or if USER shall be divested of, or be presented by any final action of any federal or state authority from conducting and operating its Air Transportation business for the carriage of persons or property, or mail by aircraft at the Airport, or if USER shall fail to perform, keep and observe any of the terms, covenants, and conditions herein contained on the part of USER to be performed, kept or observed, the CITY may give USER notice in writing to correct such conditions or cure such default; and, if any such condition or default shall continue for sixty (60) days after the receipt of such notice by USER, CITY may, after the lapse of said sixty (60) day period and prior to correction of or curing of such condition or default, terminate this Agreement, and the same shall thereupon cease and expire in the same manner and to the same effect as if it were the expiration of the original term. The acceptance of payment by the CITY after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by USER, shall not be deemed a waiver of any right on the part of the CITY to terminate this Agreement for such default. No waiver by CITY of any default of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by USER shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by USER.

ARTICLE XIII – TERMINATION BY USER

USER, in addition to any right of termination or any other rights herein given to USER, may cancel this Agreement in its entirety and terminate all of its obligations hereunder at any time by sixty (60) days' written notice, upon or after the happening of any one of the following events:

The failure or refusal of the Federal Aviation Administration to continue the right of USER to operate into and from said Airport; the termination of USER's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States mail to, from, or through said Airport; issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of said Airport, and the remaining in force of such injunction for a period of at least sixty (60) days; the breach by the CITY of any of the covenant and agreements herein contained and the failure of CITY to remedy such breach for a

period of sixty (60) days after receipt of written notice or the existence of such breach; the inability of USER to use said premises and facilities for a period of sixty (60) days or more due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operation of USER; or due to war, sabotage**,** earthquake, or other cause which is not a result of the negligent acts or negligent omissions of USER or its employees, any action of the Federal Aviation Administration refusing to permit USER to operate into, from, or through said Airport such aircraft as USER may reasonably desire to operate, if such aircraft has been previously approved by the Federal Aviation Administration.

No waiver of default by USER of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CITY shall be construed to be or act as a waiver by USER of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the CITY.

ARTICLE XIV – COVENANT NOT TO GRANT MORE FAVORABLE TERMS

CITY covenants and agrees not to enter into any contract or agreement with any other certificated Air Transportation operator containing more favorable terms than this Agreement or to grant to any other certificated air transport operator any rights, privileges, or concessions which are not accorded to USER hereunder, unless the same terms, rights, privileges, and concessions are concurrently made available to USER. CITY shall charge non-signatory carriers a rate that is at least 25% above the rate charged to signatory carriers.

ARTICLE XV – QUIET ENJOYMENT

CITY agrees that, upon payment of the fees and charges and performance of the covenants and agreements on the part of USER to be performed hereunder, USER shall have and enjoy the peaceful use of the premises, and all the rights, privileges, and concessions herein set forth.

ARTICLE XVI – SURRENDER OF POSSESSION

USER agrees to yield and deliver to CITY possession of the premises set aside exclusively for the use of USER at the termination or expiration of this Agreement, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire, or other casualty. USER shall have the right at any time during said term, or any renewal or extension thereof, or within sixty (60) days after termination, to remove any fixtures, equipment, and personal property installed or placed by it at its own expense, in on or about the premises without restriction whatsoever; subject, however, to any lien for unpaid rents or fees; (provided that there shall be no lien on the USER's aircraft); provided, however, that USER shall pay reasonable compensation to CITY for damages to the premises and property on the premises which may be injured or destroyed by such removal; further, provided, that USER, in the removal of any such property, shall not in any way unreasonably interfere with the operation of the Airport.

ARTICLE XVII-AIRPORT RESPONSIBILTY

USER, under the terms of this Agreement, will not be in control or possession of said Airport (except as to the parts set aside exclusively for the use of USER), and USER does not assume responsibility for the conduct or operation of the said Airport, or for the condition of same which is not due to USER's own negligent acts or negligent omissions.

ARTICLE XVIII-INDEMNITY

To the extent permitted by law, USER agrees to defend, indemnify, and hold harmless the CITY from any and all liability and claims for any injury or damage to third persons or their property caused by fault or

negligence of USER, its agents, servants, employees, contractors, or licensees, in connection with its use of the Airport pursuant to this Agreement; provided, however, that USER shall not be liable for any injury or damage or loss occasioned by the negligence of CITY, its agents, or employees; and provided further that CITY shall give USER prompt and reasonable notice of any such claims or actions and USER shall have the right to investigate, compromise, and defend the same. Indemnification of the City by USER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

USER further agrees fully to indemnify, defend, and save and hold harmless, the CITY, its officers, employees and agents from and against all claims and actions based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence of USER, its agents or employees, in the use or occupancy of the said premises by USER; provided, however, that USER shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of CITY, its agents, or employees; and provided further that CITY shall give to USER prompt and reasonable notice of any such claims or actions and USER shall have the right to investigate, compromise, and defend the same. Indemnification of the City by USER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

ARTICLE XIX-INSURANCE

USER shall furnish City certificates of insurance for:

a. Public liability, passenger liability, and property damage, and said liability coverage limits shall be at least $50,000,000.00 if operating aircraft at the Airport.

b. Comprehensive liability insurance covering all activities conducted, and vehicles and equipment operated under this Agreement with coverage limits in the minimum amount of $50,000,000.00 per occurrence, for bodily injury and property damage.

c. Workers' Compensation and Occupational Disease Insurance including Employer's Liability Insurance, in the amounts and form required by the State of North Carolina.

d. Commercial automobile liability insurance in the amount of one million dollars ($1,000,000).

Tenant's liability insurance coverage in the amount of $1,000,000.00 for the purpose of covering any damage to USER's belongings.

All the above insurance coverages shall be maintained by USER while this Agreement is in effect. All authorized affiliated airlines shall be responsible for providing evidence of insurance for the same levels of coverage shown above. USER and authorized affiliate airlines shall name the City, its employees, and its officers as an additional insured under the above policies (excluding Workers Compensation), covering USER's and their authorized affiliate airlines' activities at the Airport, which said certificate or certificates shall contain provisions that, in case of cancellation of any such insurance, City shall be given thirty (30) days' prior notice of such cancellation. Certificates of insurance shall be provided to City upon USER's execution of this Agreement; and thereafter, to the City's Risk Coordinator within ten (10) days of a request. It is agreed that any insurance maintained by City shall apply in excess of and shall not contribute with insurance provided under this Agreement. USER is solely responsible to provide insurance for its personal property and equipment located at the Airport. All rights of subrogation against the City, its employees, and its officers are hereby waived in favor of City and such waiver shall be illustrated on all certificates of insurance provided to City under this Article.

Any deductible or self-insured retention policies applicable to required coverages shall be paid by USER and City shall not be required to participate therewith.

Each of the insurance policies and certificates required herein, except for Workers' Compensation Insurance, shall bear the provision that the insurance company agrees that thirty (30) days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Coordinator.

All insurance will be obtained by the USER from insurance companies authorized by the State of North Carolina to do business in North Carolina and with a rating establishing the insurer as a company with sound financial strength and stability in the airline insurance marketplace, or acceptable to City.

The failure of USER to maintain all of the insurance coverages required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Agreement, without any prior notice by City, notwithstanding any contrary provisions contained in this Agreement.

USER's liability to City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

ARTICLE XX-FEDERAL AVIATION ADMINISTRATION

Whenever the term "Federal Aviation Administration" (FAA) is used in this Agreement, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government under the Federal Aviation Act of 1958.

ARTICLE XXI-ASSIGNMENT OF RIGHTS

USER shall not at any time assign any of its rights or privileges granted under this Agreement, or any part thereof, without consent in writing of CITY, such consent not to be unreasonably withheld, conditioned, or delayed; provided however, that USER may upon written notice to CITY without such consent assign this Agreement to any corporation with which USER may merge or consolidate or which may succeed to its business, assets, or any substantial part thereof.

ARTICLE XXII-NOTICES

Notices to the CITY provided for herein shall be sent by certified mail, postage prepaid, or by reliable overnight delivery service, addressed to the Fayetteville City Hall, with attention to City Manager at: 433 Hay Street, Fayetteville, NC 28301, and a copy to the Fayetteville Regional Airport Director at: 400 Airport Road, Suite 1, Fayetteville, NC 28306; and notices to USER shall be sent certified mail, postage prepaid, or by reliable overnight delivery service, addressed to:

U. S. Mail Deliveries:	**Overnight Deliveries:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Attention: _____	Attention: _____

or such other respective addresses as the parties may designate in writing from time to time.

ARTICLE XXIII SUBORDINATION/NON-DISCRIMINATION

It is agreed between the parties hereto that this Agreement is subordinate to any lease or agreement between the City and/or the United States Government, the State of North Carolina, or any agency or department thereof, for the use of the Airport.

A. USER, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, except as permitted by law: (1) that no person, on the grounds of race, color, creed, political ideas, sex, age or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, creed, political ideas, sex, age or physical or mental handicaps shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

B. USER shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and non-discriminatory prices for each accommodation and/or service; however, USER may be allowed to make reasonable discounts or other similar type of price reductions to purchasers on a nondiscriminatory basis.

C. Noncompliance with Article XXIII(A) that is not cured by a court order or settlement shall constitute a material breach thereof, and in the event of such noncompliance, City shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or, at the election of CITY or the United States, either or both said governments shall have the right to judicially enforce Article XXIII(A) and XXIII(B), provided however, that a breach shall not exist during the pendency in the courts of an action related to discrimination.

D. USER agrees that it shall insert the provisions of Article XXIII(A), XXIII(B), and XXIII(C) in any lease or other agreement by which it grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

In the exercise of the privileges and use of the facilities granted said USER hereunder and in performance of its duties and obligations set out herein, the USER covenants and agrees that the USER and its representatives will not discriminate against and will make reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

ARTICLE XXIV-AFFIRMATIVE ACTION

USER assures that it will undertake an affirmative action program to the extent required by 14 CFR Part 152, Subpart E. USER assures that no person shall be excluded on the grounds of race, creed, color, national origin, or sex from participating in any employment activities covered in 14 CFR Part 152, Subpart E. USER assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this Subpart. USER assures that it will require that its covered sub-contractors and sub-organizations provide assurance to the CITY that they similarly will undertake

affirmative action programs and that they will require assurances from their sub-organizations to the extent required by 14 CFR Part 152, Subpart E, to the same effect.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, USER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

ARTICLE XXV-COMPLIANCE WITH RULES AND REGULATIONS, GOVERNING LAW

USER covenants and agrees to comply with, and this Agreement shall be subject to, all federal, state, and municipal laws, ordinances, rules, and regulations now and hereafter enacted, which may be applicable to the operation of its business at the Airport, including such reasonable rules and regulations as may be adopted by the CITY, provided that they do not conflict with the terms hereof. 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 XXVI-TAXES

USER shall pay all taxes that are assessed legally against equipment, merchandise, or other personal property belonging to USER located on the Airport.

It is the intent of this Agreement that the real estate and the appurtenances thereto belonging shall be and remain the property of the CITY during the entire term of this Agreement, subject only to the right of USER to use the same during the term of this Agreement and any and all renewals thereof.

ARTICLE XXVII-INVALID PROVISION/SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of such covenant, conditions, or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of such covenant, conditions, or provision does not materially prejudice either the CITY or USER in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

ARTICLE XXVIII-CANCEL AND SUPERSEDE PROVISION

This Agreement hereby cancels and supersedes all previous agreements between the parties hereto relating to the premises, rights, privileges, and licenses herein described.

ARTICLE XXIX – AFFILIATES

For purposes of this Agreement "Affiliate" shall mean any air transportation company that (i) is a parent or subsidiary of USER, or (ii) operates at the Airport under a trade name of the USER and uses the USER's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the USER and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport. USER shall designate its Affiliate(s) in writing and shall serve as financial guarantor solely for rentals, landing fees and other fees incurred by any such Affiliate at the Airport while operating as USER's designated Affiliate hereunder. USER may at any time give the CITY (60) days' prior written notice that such an air transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of USER for purposes of this Agreement, and any guaranty

by USER of Affiliate's rentals, landing fees and other fees shall terminate and be ineffective as to any amounts incurred by such air transportation company after the effective date of termination of "Affiliate" status. An Affiliate shall enter into a separate operating agreement with the CITY and shall secure its own aviation insurance for liability purposes.

Notwithstanding anything to the contrary contained in this Agreement, during such period of time that an air transportation company is an Affiliate of USER in accordance with the terms hereof, (1) such Affiliate shall have the same rights to use USER's premises and the Airport as USER; (2) such Affiliate shall be charged at the same landing fee rates as USER without payment of any non-signatory premiums; and (3) such Affiliate's passengers shall be counted as enplaned passengers of USER for purposes of any charges under this Agreement based on enplaned passengers.

ARTICLE XXX – VENUE

The parties expressly agree that if litigation is brought in connection with this Agreement, the appropriate venue shall be either (1) the Courts of the State of North Carolina in Cumberland County (Fourteenth Judicial District of North Carolina) or (2) the United States District Court for the Eastern District of North Carolina.

ARTICLE XXXI- E-VERIFY

USER hereby acknowledges that "E-Verify" is a federal 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. USER 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 North Carolina, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). USER hereby represents and warrants through execution of this Agreement that USER complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further represents and warrants that USER will require any subcontractors currently employed by or subsequently hired by USER in connection with its operations at the Airport to comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE XXXII- 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, pandemic or epidemic, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE XXXIII- N.C. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

USER 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, USER further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is

void due to USER appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

IN WITNESS WHEREOF, CITY and USER have signed, sealed, and attested this Agreement in an appropriate and lawful manner.

ATTEST:

_____
Jennifer L. Ayre, City Clerk

CITY OF FAYETTEVILLE

BY: _____
Douglas J. Hewett, ICMA-CM

APPROVED AS TO FORM:

_____
Lachelle H. Pulliam, City Attorney

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

ATTEST:

_____
Secretary

Delta Air Lines, Inc.

BY: _____

Print:_____

[Notary Block to Follow]

STATE OF _____
COUNTY OF _____

I, _____, Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____of Delta Air Lines, Inc., and being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the _____ day of _____, 2025.

Place seal here ↓

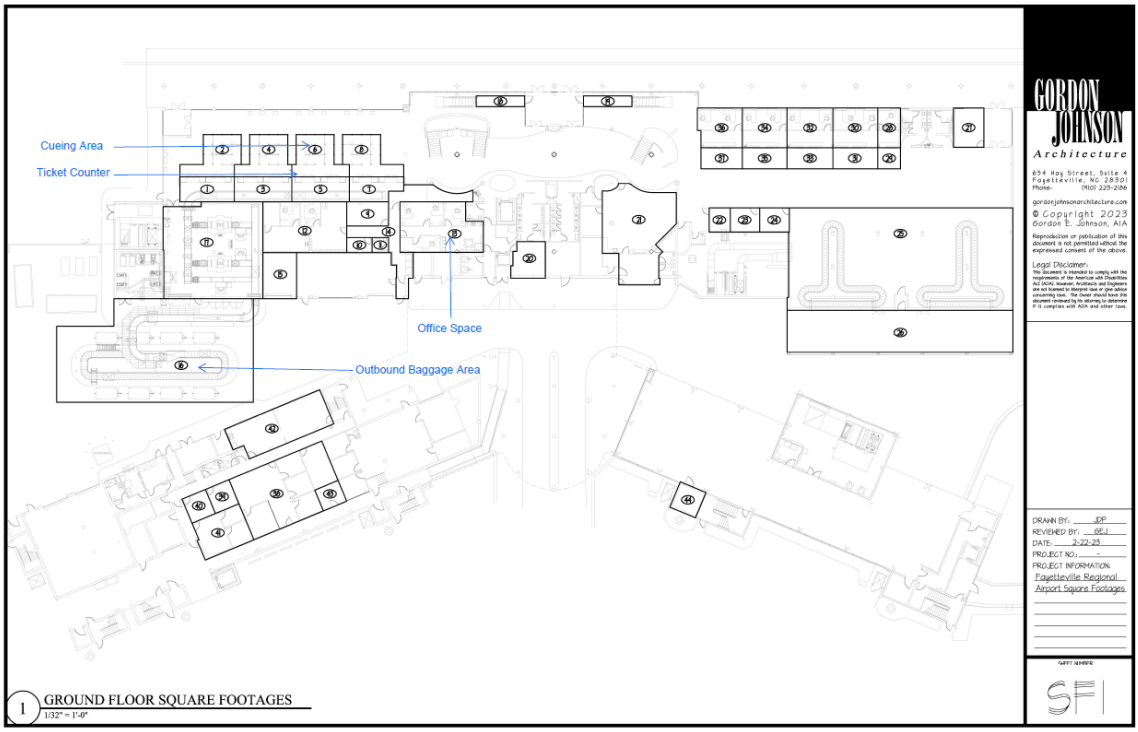
_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
Delta Air Lines, Inc.
Leased Spaces

Area	Description	Square Footage
5	Airline Counter Space	321.6
6	Airline Ticket Cueing Area	414.3
13	Ticket Office and Administrative Space	957.8
25	Baggage Claim Area	(5,133/2)*(1/3) = 855
16	Airline Baggage Makeup Space	4,211.3*(1/3) = 1,404
59	Passenger Holding Area	(6,707.3)*(1/3) = 2,236
Cargo ramp	Land for Glycol Storage (Crate)	125

EXHIBIT “B”


Cueing Area
Ticket Counter
Office Space
Outbound Baggage Area
GORDON JOHNSON
Architecture
654 Hay Street, Suite 4
Fayetteville, NC 28301
Phone: (910) 229-2186
gordonjohnsonarchitecture.com
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Gordon E. Johnson, AIA
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Legal Disclaimer:
DRAWN BY: JDP
REVIEWED BY: GEJ
DATE: 2-22-23
PROJECT NO: -
PROJECT INFORMATION:
Fayetteville Regional
Airport Square Footages
SHEET NUMBER
SF1
1 GROUND FLOOR SQUARE FOOTAGES
1/32" = 1'-0"

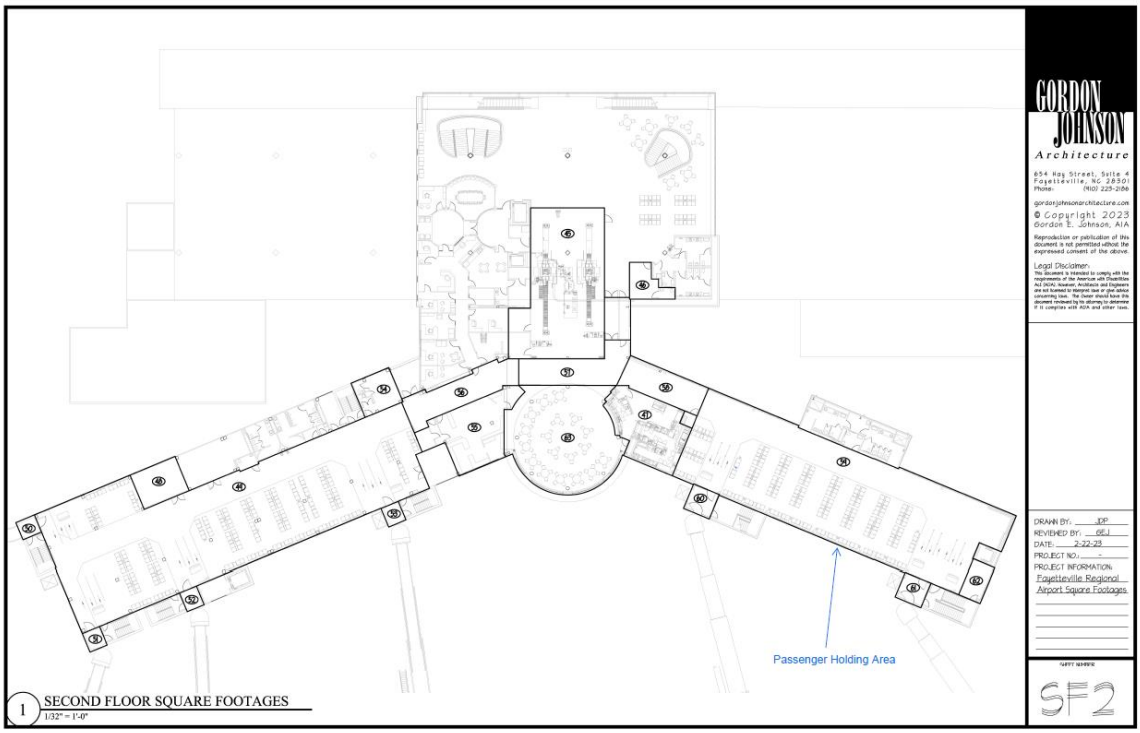
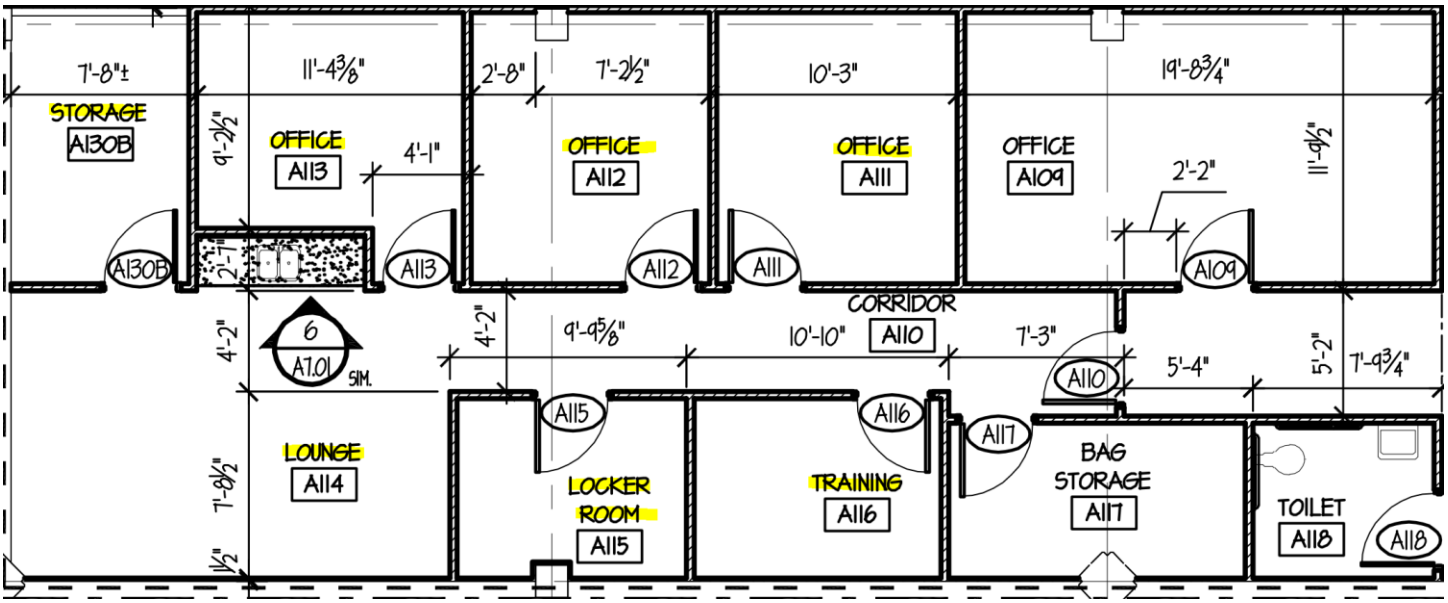

Passenger Holding Area
GORDON JOHNSON
Architecture
654 Hay Street, Suite 4
Fayetteville, NC 28301
Phone: (910) 229-2186
gordonjohnsonarchitecture.com
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Gordon E. Johnson, AIA
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Legal Disclaimer:
DRAWN BY: JDP
REVIEWED BY: GEJ
DATE: 2-22-23
PROJECT NO: -
PROJECT INFORMATION:
Fayetteville Regional
Airport Square Footages
SHEET NUMBER
SF2
1 SECOND FLOOR SQUARE FOOTAGES
1/32" = 1'-0"

EXHIBIT "C"

Ticket Office and Administrative Space – 957.8 sq. ft.



Airline Baggage Make-up Space – 4,211.3

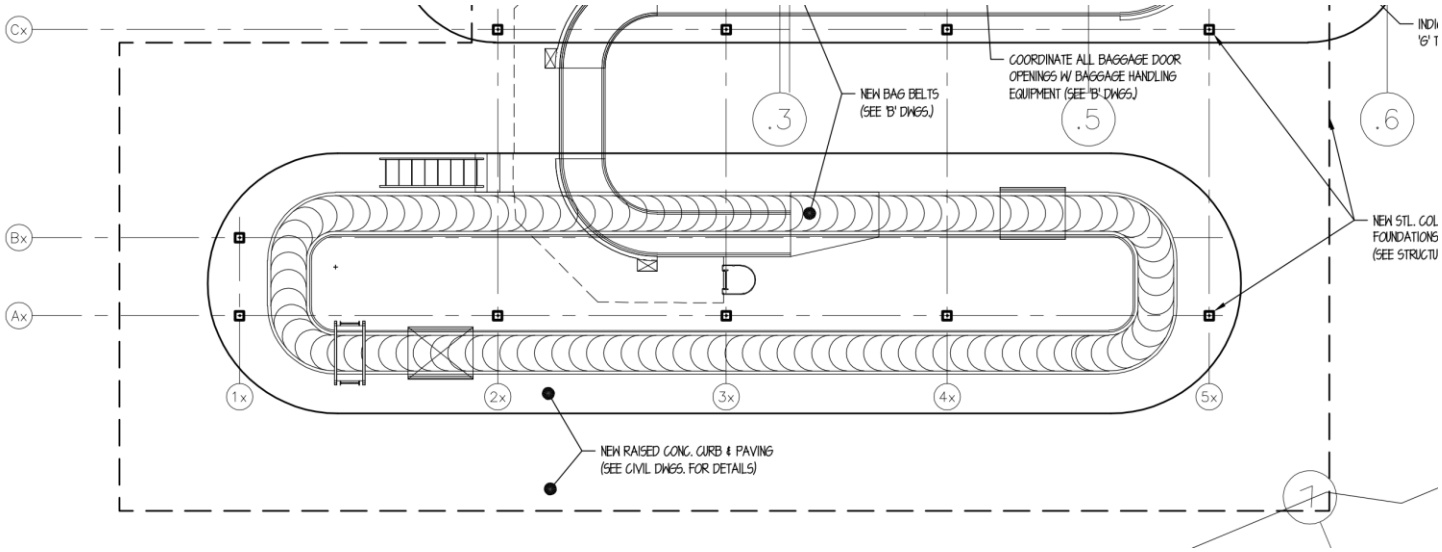
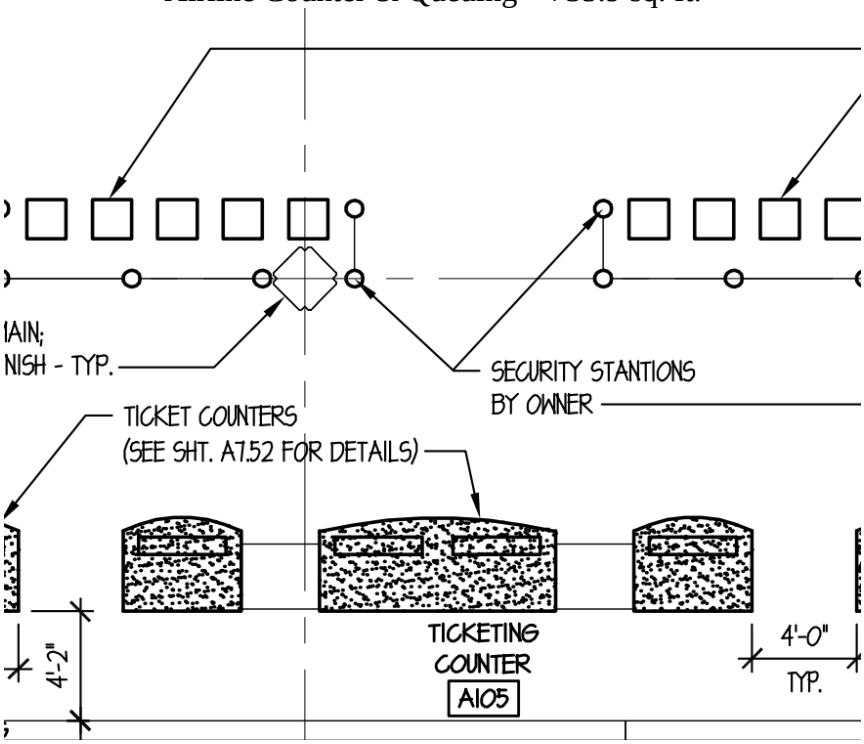


Exhibit "D"

Airline Counter & Queuing – 735.9 sq. ft.



Baggage Claim Area – 5,133 sq. ft.

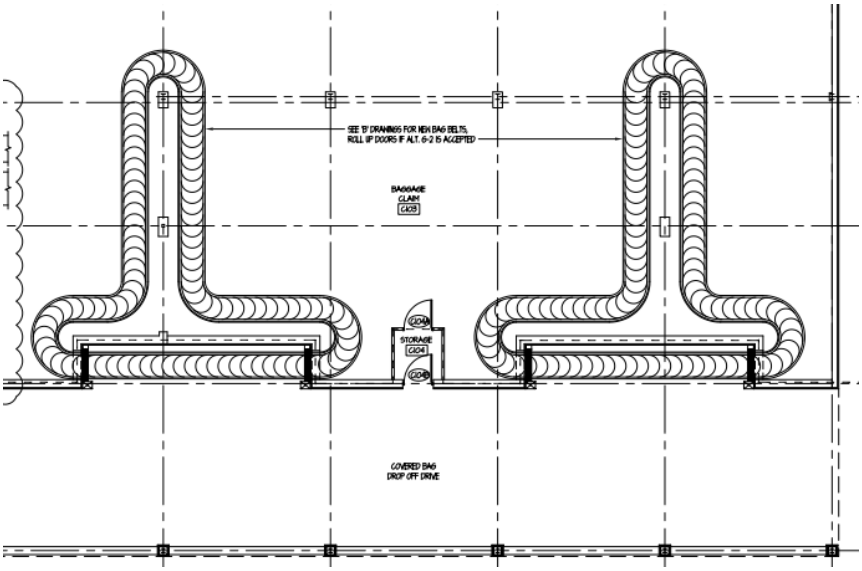
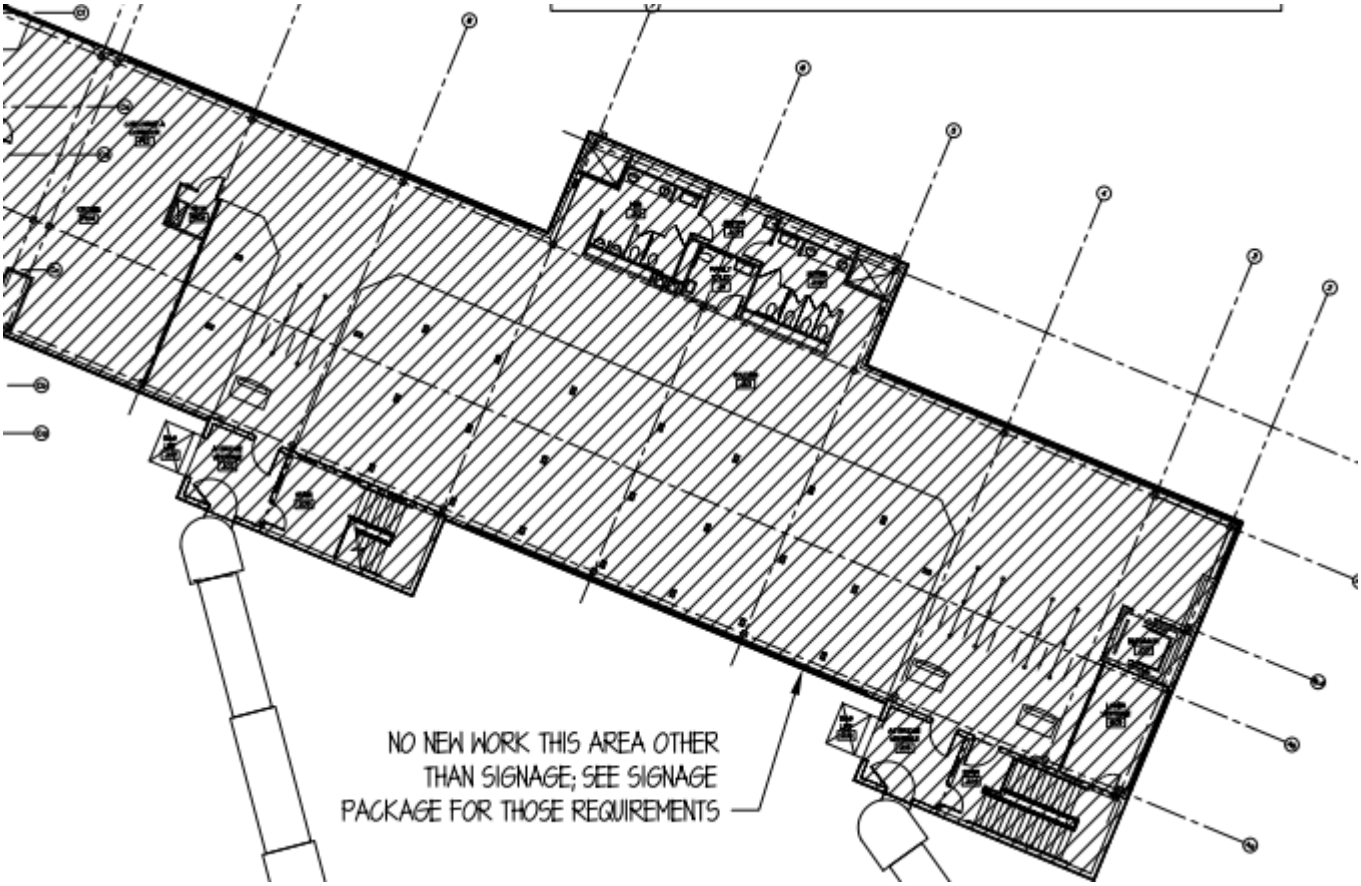


EXHIBIT "E"

Passenger Holding – 6,707.3 sq. ft.



[End of Document]

FAYETTEVILLE REGIONAL AIRPORT
AIRLINE EXCLUSIVE SPACE LEASE AND OPERATING AGREEMENT

CITY OF FAYETTEVILLE
and AMERICAN AIRLINES, INC.

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NORTH CAROLINA

AIRPORT USE AGREEMENT
FOR SCHEDULED AIRLINES

CUMBERLAND COUNTY

THIS AIRPORT USE AGREEMENT (this "Agreement"), entered into **_____, _____ 2026**, by and between the **CITY OF FAYETTEVILLE** (hereinafter referred to as **"CITY"**) and **AMERICAN AIRLINES, INC.,** a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "**USER**").

WITNESSETH:

WHEREAS, the CITY is a municipal corporation empowered and operating under the laws of North Carolina General Statutes Chapter 160A; and

WHEREAS, the CITY owns and operates a public airport designated as Fayetteville Regional Airport (Grannis Field), hereinafter called the "Airport", located in the County of Cumberland, in the State of North Carolina; and

WHEREAS, the CITY is authorized to enter into leases on Airport property in accordance with Chapter 63 Section 53; and

WHEREAS, the CITY has delegated its authority for the promulgation and application of certain rules and regulations regarding the maintenance and operation of the Airport and aeronautical related activities in connection therewith to the Airport Director in accordance with the City Code of Ordinances Chapter 3; and

WHEREAS, USER is engaged in the business of air transportation of persons, property, cargo, express, and mail; and

WHEREAS, USER desires the right, license, and permission to use the premises and facilities on the Airport, and CITY is willing to grant the same to USER upon the terms and conditions hereinafter stated;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

ARTICLE I – PREMISES AND AIRPORT USE

The CITY does hereby give and grant unto USER and USER does hereby hire and take from the CITY the following premises, facilities, rights and privileges on and in the Airport, as shown in Exhibit A, if any, and as hereinafter set forth:

(A) USE OF THE AIRPORT. USER shall be entitled to use, in common with others authorized by the CITY, the Airport, its appurtenances, facilities, equipment, and improvements for the purpose of the operation of an air transportation system for the carriage of persons, property, cargo, express, and mail (hereinafter referred to as "Air Transportation") and uses incidental thereto, which use shall include:

(1) The handling, ticketing, billing, and manifesting of passengers, baggage, cargo, property, express and mail in Air Transportation.

(2) The repairing, maintaining, servicing, parking, or storage of aircraft or other equipment owned or operated by USER in such area as may be reasonably approved by CITY.

(3) The training of personnel in the employ of USER, and the testing of aircraft and equipment owned or operated by USER.

(4) The right from time to time, but not as a regular course of business, to sell and dispose of USER's aircraft, engines, accessories, and other equipment or supplies, engine oil, and fuel, insofar as same may be necessary to or in furtherance of USER's operations, but not otherwise. It is expressly understood and agreed that USER shall not engage in any separate business including the sale of engine oil, fuels, lubricants, or supplies except where reciprocal agreements require USER to service the aircraft of other certificated scheduled airlines, or where fuel of the type needed is not available from fuel concessionaires doing business at the Airport.

(5) The servicing of USER's aircraft and other equipment with fuel and other necessary supplies, whether said servicing be performed by USER or its suppliers.

(6) The right to load and unload USER's aircraft at loading gates as hereinafter designated by the CITY on a non-exclusive, but preferred basis, to afford convenient entrance to the passenger terminal building (hereinafter the "Terminal Building") by USER's passengers. The right to land, taxi, takeoff, load, unload, repair, maintain, service, park, store and test aircraft owned or operated by USER, or the aircraft of any other certificated scheduled airline with a reciprocal agreement and which has been authorized by the CITY to use the Airport and adjacent facilities.

(7) The right to load and unload persons, property, freight, express, supplies, and mail by such motor vehicles or other means of conveyance as USER may require in the operation of its Air Transportation system. USER shall have the right to transport or make arrangements with others to transport its passengers to and from the Airport in the event the CITY's authorized carriers fail or refuse to render satisfactory service.

(8) The right to install and operate a reasonable number of identifying signs on the Airport, the general type, size, and location of such signs to be subject to written approval of the CITY. Such approval shall not be unreasonably withheld, conditioned, or delayed.

(9) The rights to install, maintain, and operate, at the expense of the USER, such radio communication, meteorological and aerial navigation equipment and facilities on the Airport as may be necessary in the opinion of the USER for its operations; provided the location of such equipment and facilities shall be subject to the CITY's approval. Such approval shall not be unreasonably withheld, conditioned, or delayed, and such location shall be subject to the rules and regulations of the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).

(10) The rights and privileges granted USER under this Article I, with respect to the performance of ground services and activities in connection with its Air Transportation operations at the Airport, may be performed by USER for any other certificated Air Transportation company authorized by the CITY to use the Airport and its facilities. Such rights and privileges shall be deemed to include all activities necessary to the handling of reservations, ticketing

passengers; loading and unloading passengers and their baggage; loading and unloading property, cargo, and mail; the use of ramp, repair, and maintenance facilities; the use of storage, fueling, and communications facilities; all of which are necessary or convenient to the operation of aircraft in the Airport. The CITY reserves the right to designate the locations within which all of the activities authorized under this Agreement shall be conducted, except to those portions of the premises to be used exclusively by USER.

(B) SPACE IN THE TERMINAL BUILDING. The exclusive use of approximately 3,862.6 square feet of space in the Terminal Building, as shown on Exhibit A, for the exclusive use by USER in the operation of its Air Transportation system for office space, the sale of tickets, handling and manifesting of passengers, cargo, express, mail and baggage and for general traffic operations, and meteorological and radio communication purposes.

(C) PUBLIC SPACE IN TERMINAL BUILDING. The use by USER and its employees, passengers, guests, and invitees, in common with others, of all public space in the Terminal Building and concourse areas, including ticket lobby, waiting room, hallways, restrooms, lounges, and all other public conveniences. Additionally, USER shall have the non-exclusive, but preferred use of 2,236 square feet as shown on Exhibit A, for use as gate lounges and bridge foyers; the CITY shall have the right, however, to assign bridge foyers and loading gates to other users from time to time as the necessity for same arises; provided, however, any such assignment by CITY shall not conflict with USER's or its Affiliates' scheduled flights at such gates.

(D) PARKING SPACE. The use by USER and its employees, in common with others, of adequate vehicular parking space, to be designated by the CITY, located as conveniently as possible to the Terminal Building. The CITY reserves the right during the term of this Agreement to charge reasonable monthly fees for use of such parking spaces by USER, its employees, passengers, and invitees. The amount of such charges shall be at the sole discretion of the CITY.

(E) RIGHT TO INGRESS AND EGRESS. The right to access, ingress, and egress with respect to the Airport and the specific premises outlined in (A) through (D) above, to USER, its employees, passengers, guests, suppliers of materials, and furnishers of services, subject however, to reasonable Airport rules and regulations.

ARTICLE II – TERM

The initial term of this Agreement shall be for a period of five (5) years beginning on the 1st day of May 2026 or the date of mutual execution of this Agreement, whichever is later, and ending on the 30th day of April 2031. At the end of the initial five (5) year term, the parties shall have the option of extending this Agreement for up to five (5) additional one (1) year terms, upon such conditions as are mutually acceptable and agreed upon by CITY and USER.

ARTICLE III – FEES AND CHARGES

USER agrees to pay the CITY monthly, without notice or demand for the use of all the premises, facilities, services, rights, licenses, and privileges granted hereunder, the fees and charges as set forth below. In addition to the fees and charges set forth below, USER shall pay the CITY an Operation and Maintenance (O&M) charge of Nine Dollars ($9.00) per square foot per year for the term of this Agreement for the 3,862.6 square feet of exclusive space. Such payment (to be made in monthly installments) shall be in addition to the amounts set forth in (A) (1), (2), (3), (4), (5), (6) and (7) below, which shall be charged monthly during the term of this Agreement and shall be due on or before the first day of each month.

(A) EXCLUSIVE SPACE IN TERMINAL BUILDING

(1) For 321.6 square feet of air-conditioned Airline Counter space, the sum of $27.00 per square foot per year.

(2) For 867.7 square feet of air-conditioned Ticket Office and Administrative Space, the sum of $12.00 per square foot per year.

(3) For 1,404 square feet of Airline Baggage Make Up Space, the sum of $3.79 per square foot per year.

(4) For 414.3 square feet of Ticket Cueing Area the sum of $10.00 per square foot per year.

(5) For 855 square feet of Baggage Claim Area the sum of $6.00 per square foot per year.

(6) For 125 square feet of land for Glycol Storage (Crate), the sum of $4.00 per square foot per year.

(7) For 100 square feet of land for Glycol Storage (Tank), the sum of $4.00 per square foot per year.

(B) NON-EXCLUSIVE SPACE IN TERMINAL BUILDING. For 2,236 square feet of space in Concourse A for the operation of loading gates and lounges on a non-exclusive, but preferred basis, the sum of $10.00 per square foot annually for the term of this Agreement.

(C) LATE PAYMENTS. Any fee payable by USER under this Agreement that is not paid within ten (10) days after written notice of such failure to USER from the CITY shall bear a late payment fee at the rate of one and one-half percent (1.5%) per month from the due date until paid.

If any payment of the fees by USER due under this Article shall not be paid within ten (10) days of the due date, which is thirty (30) days from date of invoice, interest shall accrue at a rate equal to one and one-half percent (1.5%) per month. Such interest shall begin on the day following the due date for such fees and all interest shall be calculated on a 365-day year. In the event it becomes necessary for CITY to institute legal proceedings to collect any of the fees payable under this Agreement, the USER agrees to pay all reasonable and necessary expenses incurred by CITY in such legal proceedings, including reasonable attorney's fees. Further, the failure of USER to timely pay the fees payable under this Agreement is grounds for termination of this Agreement in accordance with the provisions of ARTICLE XII of this Agreement. The rentals and fees set out hereinabove in Sections A and B of this Article shall be billed to the USER monthly on or before the 10th day of each calendar month next succeeding that for which billing is made.

(D) ADDITIONAL SPACE. It is understood that whenever USER desires additional space in the existing Terminal Building and such space is available and contiguous with existing leased premises that the rates shall be on the same cost basis, as set forth in this Article III for such additional space. Should USER be required to move to new facilities as opposed to taking additional contiguous

space, then the fees and charges for such new facilities shall be agreed upon in advance of such move.

(E) INTERCOM AND PUBLIC ADDRESS SYSTEM. For use, in common with other users authorized by the CITY, of an intercom and public address system, a pro-rata share of CITY's monthly cost. It is agreed that USER's prorata share for the use of said intercom and public address system shall be $35.00 per month, which shall be due on or before the first day of each month.

(F) JETBRIDGE USAGE FEES. A monthly charge for jet bridge use, based on the actual number of USER's uses of the CITY's jet bridges. It is agreed that the USER's cost for each use shall be Five Dollars ($5.00), subject to annual updates.

USER will maintain a record of the actual number of jet bridge uses during each month and shall submit said record to the CITY via the Real Estate Division within five (5) days following the end of each month. Upon receipt of said record of jet bridge uses each month, CITY shall prepare and submit to USER an invoice. USER shall in turn remit payment to CITY, without additional notice or demand, within thirty (30) days after receipt of said invoice.

(G) LANDING FEES. A monthly charge, based on the actual number of USER's revenue trip arrivals at said Airport, as follows:

One Dollar and Fifty Cents ($1.50) per thousand pounds of certified gross landing weight over 12,500 pounds, subject to updates as approved in the City's fee schedule, adopted by the City Council.

Such weight shall be computed on the basis of the maximum gross landing weight as certificated by the Federal Aviation Administration for each type of aircraft operated by USER at said Airport.

Actual revenue trip arrivals shall include only those scheduled flights flown by USER, which actually land at said Airport during the month in question. Such flights shall be independent of USER's published schedule and shall not include ferry flights, inspection flights, courtesy or sightseeing flights, flights returning to or diverted to said Airport due to mechanical difficulties, weather conditions, or other conditions beyond USER's control which flights do not generate revenue traffic at said Airport, or any other non-revenue flights landing at said Airport.

USER will maintain a record of the actual number of revenue landings during each month for each type of aircraft operated at said Airport by USER and will submit said record to the CITY via the Real Estate Division within five (5) days following the end of each month. The number of such landings for the month in question, multiplied by the applicable weight for each type of aircraft as above described, shall determine the weight for which monthly payment shall be made.

On receipt of said record of actual revenue landing for each month, CITY via the Real Estate Division shall prepare and submit to USER an invoice. USER shall in turn remit payment to CITY, without notice or demand, within thirty (30) days after receipt of said invoice.

CITY shall have the right to inspect, at reasonable times, such of USER's records reasonably necessary to permit CITY to verify USER's operations and weight reports.

(H) PRORATA CHARGES OF JOINT USE TERMS. USER shall pay the CITY its pro-rata share of the CITY's cost of providing certain jointly used services and items as follows:

(1) A pro-rata share of the CITY's cost of providing public safety officers based on the number of USER's enplaned passengers each month in comparison with the number of enplaned passengers of other signatory airlines. The costs of public safety officers shall be based on the average annual salary, plus benefits of public safety officers. Upon the date hereof, such monthly cost to be prorated amongst signatory airlines is agreed to be Twenty-Six Thousand Four Hundred Twenty-Six Dollars & Twenty-Seven Cents ($26,426.27) and shall continue to be such amount for the duration of the term of this Agreement.

(2) A pro-rata share of the CITY's costs for contract maintenance services based on the number of USER's enplaned passengers each month in comparison with the number of enplaned passengers of other signatory airlines. It is agreed that the monthly apportionment to be prorated amongst the signatory airlines for the term to satisfy CITY's requirement is Six Thousand Five Hundred Thirty-Four Dollars and Zero Cents ($6,534.00).

(3) For purposes of this Agreement, "enplaned passenger" shall mean all ticketed originating and on-line or off-line transfer passengers of USER and of all other passenger air carriers serving the Airport; provided, however, "enplaned passengers" shall not include non-revenue passengers.

ARTICLE IV – AUTHORITY TO GRANT RIGHTS

The CITY represents that it has the right and authority to grant the rights, licenses, and privileges herein granted and has the full power and authority to enter into this Agreement.

ARTICLE V – OTHER CHARGES AND FEES

No other rental fees, licenses, excise or operating taxes, tolls, or other charges except those herein set forth shall be charged USER or any of its suppliers of materials or furnishers of services for the privileges and rights granted under this Agreement; provided, however, that such suppliers of materials or furnishers of services to USER shall not have the right to supply materials or furnish services to others (except USER's Affiliates) without entering into a concession agreement and paying the necessary fees as shall be required by the CITY.

ARTICLE VI – RIGHT TO PURCHASE SUPPLIES AND MATERIALS

USER shall have the right to purchase such materials, goods, and services as it deems necessary for the operation of its business and the CITY shall make no charges or fees against USER's suppliers of materials, goods, or services (including without limitation, its ground handlers). USER shall not have the right or privilege of supplying same to other parties or persons (except its Affiliate(s)) without entering into such concession agreements and paying such charges and fees as shall be required by the CITY.

ARTICLE VII – MAINTENANCE AND OPERATION

During the term of this Agreement and any renewal hereof, the CITY shall operate, maintain, and keep in good repair and maintenance all Airport property, including the Terminal Building, all public and passenger space, all vehicular parking spaces, all field lighting and all other Airport appurtenances and facilities,

specifically including the space and facilities granted USER pursuant to the terms of this Agreement. Furthermore, the CITY shall keep the Airport and all approaches free from obstructions, unreasonable congestion and interference. The CITY shall use its best efforts in the cleaning and removal of snow, vegetation, stones and other foreign matter from all runways, taxiways, loading areas, and aprons so that same may be safe for the use by USER as set forth in this Agreement. The CITY shall maintain and operate the Airport in all respects in a manner at least equal to the highest standards or rating for airports of similar size and character as required by the Federal Aviation Administration and other governmental agency having jurisdiction thereof.

The CITY shall keep the public and passenger space in the Terminal Building adequately and attractively supplied, equipped, furnished and decorated, and will provide and supply adequate light, electricity, heat, air conditioning and water for all public space in the Terminal Building. The CITY shall further provide and maintain adequate directional signs in all public and passenger spaces on the Airport. The CITY shall provide janitorial services, as shall be necessary to keep all public and passenger space clean, neat, and orderly. The CITY shall keep all vehicular parking spaces clean, neat and orderly. The CITY shall provide USER with air conditioning and janitorial services for the premises leased or used by USER as further described herein, it being understood that the cost of the air conditioning and janitorial service is included in the Operations and Maintenance charge. Should CITY fail to perform any obligation required of it by this Article within thirty (30) days after written notice from USER specifying such failure, then USER shall have the right, but not the duty, to perform said obligation and USER may deduct the reasonable cost of performing such obligation from any rentals, fees, or charges subsequently becoming due from USER to the CITY under the terms of this Agreement (such deduction to be accompanied by an invoice setting for the costs incurred by USER in performing such obligations); provided, however, that if the health and safety of any person shall be adversely affected and USER so states in its notice to the CITY, then USER may perform such obligation without awaiting the expiration of thirty (30) days.

Conversely, if USER fails to perform any obligation required of it by this Agreement within thirty (30) days after written notice from CITY specifying such failure, then the CITY shall have the right, but not the duty, to perform said obligation and the CITY shall add the reasonable costs of performing said obligations to any rentals, fees, or charges subsequently becoming due from USER (such additional costs to be set forth in an invoice delivered to USER).

The CITY agrees to maintain the landing field, runways, aprons, and taxiways in good order and repair and otherwise in a manner at least equal to the standards or rating for airports of similar size and character as required by the Federal Aviation Administration and other governmental agencies having jurisdiction thereof.

ARTICLE VIII – RULES AND REGULATIONS

The CITY may adopt reasonable rules and regulations that USER agrees to observe and obey with respect to the use of the Airport in accordance with City Code of Ordinances Section 3-13 and 3-53. Such rules and regulations as may be adopted shall provide for the safety of those using the Airport; provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement or other procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of USER's aircraft at the Airport and shall be applied by CITY in a non-discriminatory manner.

ARTICLE IX – SPACE FOR GOVERNMENT AGENCIES

If CITY makes available adequate space and facilities at the Airport for the use of the Federal Aviation Administration, Weather Bureau, Post Office Department, Customs and Immigration agents, or any and all

other governmental agencies requiring space therein, any such space and facilities shall be furnished without charge to USER.

ARTICLE X – CONTROL OF RATES, FARES, OR CHARGES

CITY shall have no control whatsoever over the rates, fares or charges that USER may prescribe for any of its services to, from, through or at the Airport.

ARTICLE XI – DAMAGE OR DESTRUCTION OF TERMINAL BUILDING

If the property which is to be occupied by USER shall be partially damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by the CITY at its own cost and expense, and the rent hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be restored; provided, however, that the rent provided herein shall continue and be paid by USER on any usable portion of the said property, covered by this Agreement, which has not been rendered unusable by fire or other casualty and the rent on such portion of said property shall be proportionately paid. If after ninety (90) days from the time of such damage or destruction the said premises are not restored, and no contract for repair or reconstruction thereof has been signed, USER shall have the right upon notice to the CITY to cancel this Agreement insofar as it relates to said premises.

USER shall be responsible to pay for the repair of any damage to any Airport property caused by USER's tugs or towing trucks. Likewise, USER shall immediately clean or pay for terrazzo/carpet cleaning in concourse or terminal areas caused by USER's employees or service personnel tracking in grease and oil from USER's repair areas.

ARTICLE XII – TERMINATION BY CITY

In the event that USER shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against it and USER is thereafter adjudicated bankrupt pursuant to such proceedings, or if the courts shall take jurisdiction of USER and its assets pursuant to proceedings brought under the provision of any federal reorganization act, or if a receiver of USER's assets shall be appointed, or if USER shall be divested of, or be presented by any final action of any federal or state authority from conducting and operating its Air Transportation business for the carriage of persons or property, or mail by aircraft at the Airport, or if USER shall fail to perform, keep and observe any of the terms, covenants, and conditions herein contained on the part of USER to be performed, kept or observed, the CITY may give USER notice in writing to correct such conditions or cure such default; and, if any such condition or default shall continue for sixty (60) days after the receipt of such notice by USER, CITY may, after the lapse of said sixty (60) day period and prior to correction of or curing of such condition or default, terminate this Agreement, and the same shall thereupon cease and expire in the same manner and to the same effect as if it were the expiration of the original term. The acceptance of payment by the CITY after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by USER, shall not be deemed a waiver of any right on the part of the CITY to terminate this Agreement for such default. No waiver by CITY of any default of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by USER shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by USER.

ARTICLE XIII – TERMINATION BY USER

USER, in addition to any right of termination or any other rights herein given to USER, may cancel this Agreement in its entirety and terminate all of its obligations hereunder at any time by sixty (60) days' written notice, upon or after the happening of any one of the following events:

The failure or refusal of the Federal Aviation Administration to continue the right of USER to operate into and from said Airport; the termination of USER's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States mail to, from, or through said Airport; issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of said Airport, and the remaining in force of such injunction for a period of at least sixty (60) days; the breach by the CITY of any of the covenants and agreements herein contained and the failure of CITY to remedy such breach for a period of sixty (60) days after receipt of written notice or the existence of such breach; the inability of USER to use said premises and facilities for a period of sixty (60) days or more due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operation of USER, or due to war, sabotage**,** earthquake, or other cause which is not a result of the negligent acts or negligent omissions of USER or its employees; or any action of the Federal Aviation Administration refusing to permit USER to operate into, from, or through said Airport such aircraft as USER may reasonably desire to operate, if such aircraft has been previously approved by the Federal Aviation Administration.

No waiver of default by USER of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CITY shall be construed to be or act as a waiver by USER of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the CITY.

ARTICLE XIV – COVENANT NOT TO GRANT MORE FAVORABLE TERMS

CITY covenants and agrees not to enter into any contract or agreement with any other certificated air transportation operator containing more favorable terms than this Agreement or to grant to any other certificated air transportation operator any rights, privileges, or concessions which are not accorded to USER hereunder, unless the same terms, rights, privileges, and concessions are concurrently made available to USER. CITY shall charge non-signatory carriers a rate that is at least 25% above the rate charged to signatory carriers.

ARTICLE XV – QUIET ENJOYMENT

CITY agrees that, upon payment of the fees and charges and performance of the covenants and agreements on the part of USER to be performed hereunder, USER shall have and enjoy the peaceful use of the premises, and all the rights, privileges, and concessions herein set forth.

ARTICLE XVI – SURRENDER OF POSSESSION

USER agrees to yield and deliver to CITY possession of the premises set aside exclusively for the use of USER at the termination or expiration of this Agreement, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for the express maintenance and repair obligations of CITY, reasonable wear and tear, fire, or other casualty. USER shall have the right at any time during said term, or any renewal or extension thereof, or within sixty (60) days after termination, to remove any fixtures, equipment, and personal property installed or placed by it at its own expense, in, on or about the premises without restriction whatsoever; subject, however, to any lien for unpaid rents or fees; provided, however, that there shall be no lien on the USER's aircraft; and further provided, however, that USER shall pay reasonable compensation to CITY for damages to the premises and property on the premises which may be injured or destroyed by such removal and that USER, in the removal of any such property, shall not in any way unreasonably interfere with the operation of the Airport.

ARTICLE XVII-AIRPORT RESPONSIBILTY

USER, under the terms of this Agreement, will not be in control or possession of said Airport (except as to the parts set aside exclusively for the use of USER), and USER does not assume responsibility for the conduct or operation of the said Airport, or for the condition of same which is not due to USER's own negligent acts or negligent omissions.

ARTICLE XVIII-INDEMNITY

To the extent permitted by law, USER agrees to defend, indemnify, and hold harmless the CITY from any and all liability and claims for any injury or damage to third persons or their property caused by fault or negligence of USER, its agents, servants, employees, contractors, or licensees, in connection with its use of the Airport pursuant to this Agreement; provided, however, that USER shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of CITY, its agents, or employees; and provided further that CITY shall give USER prompt and reasonable notice of any such claims or actions and USER shall have the right to investigate, compromise, and defend the same. Indemnification of the City by USER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

ARTICLE XIX-INSURANCE

USER shall furnish City certificates of insurance for:

a. Public liability, passenger liability, and property damage, and said liability coverage limits shall be at least $50,000,000.00 if operating aircraft at the Airport.

b. Comprehensive liability insurance covering all activities conducted, and vehicles and equipment operated under this Agreement with coverage limits in the minimum amount of $50,000,000.00 per occurrence, for bodily injury and property damage.

c. Workers' Compensation and Occupational Disease Insurance including Employer's Liability Insurance, in the amounts and form required by the State of North Carolina.

d. Commercial automobile liability insurance in the amount of one million dollars ($1,000,000).

Tenant's liability insurance coverage in the amount of $1,000,000.00 for the purpose of covering any damage to USER's belongings.

All the above insurance coverages shall be maintained by USER while this Agreement is in effect. All authorized affiliated airlines shall be responsible for providing evidence of insurance for the same levels of coverage shown above. USER and authorized affiliate airlines shall name the City, its employees, and its officers as an additional insured under the above policies (excluding Workers Compensation), covering USER's and their authorized affiliate airlines' activities at the Airport, which said certificate or certificates shall contain provisions that, in case of cancellation of any such insurance, City shall be given thirty (30) days' prior notice of such cancellation. Certificates of insurance shall be provided to City upon USER's execution of this Agreement; and thereafter, to the City's Risk Coordinator within ten (10) days of a request. It is agreed that any insurance maintained by City shall apply in excess of and shall not contribute with insurance provided under this Agreement. USER is solely responsible to provide insurance for its personal property and equipment located at the Airport. All rights of subrogation against the City, its employees, and its officers are hereby waived in favor of City and such waiver shall be illustrated on all certificates of insurance provided to City under this Article.

Any deductible or self-insured retention policies applicable to required coverages shall be paid by USER and City shall not be required to participate therewith.

Each of the insurance policies and certificates required herein, except for Workers' Compensation Insurance, shall bear the provision that the insurance company agrees that thirty (30) days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Coordinator.

All insurance will be obtained by the USER from insurance companies authorized by the State of North Carolina to do business in North Carolina and with a rating establishing the insurer as a company with sound financial strength and stability in the airline insurance marketplace, or acceptable to City.

The failure of USER to maintain all of the insurance coverages required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Agreement, without any prior notice by City, notwithstanding any contrary provisions contained in this Agreement.

USER's liability to City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

ARTICLE XX-FEDERAL AVIATION ADMINISTRATION

Whenever the term "Federal Aviation Administration" (FAA) is used in this Agreement, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government under the Federal Aviation Act of 1958.

ARTICLE XXI-ASSIGNMENT OF RIGHTS

USER shall not at any time assign any of its rights or privileges granted under this Agreement, or any part thereof, without consent in writing of CITY, such consent not to be unreasonably withheld, conditioned, or delayed; provided however, that USER may upon written notice to CITY without such consent assign this Agreement to any corporation with which USER may merge or consolidate or which may succeed to its business, assets, or any substantial part thereof.

ARTICLE XXII-NOTICES

Notices to the CITY provided for herein shall be sent by certified mail, postage prepaid, or by reliable overnight delivery service, addressed to the Fayetteville City Hall, with attention to City Manager at: 433 Hay Street, Fayetteville, NC 28301, and a copy to the Fayetteville Regional Airport Director at: 400 Airport Road, Suite 1, Fayetteville, NC 28306; and notices to USER shall be sent certified mail, postage prepaid, or by reliable overnight delivery service, addressed to:

U. S. Mail Deliveries:	**Overnight Deliveries:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Attention: _____	Attention: _____

or such other respective addresses as the parties may designate in writing from time to time.

ARTICLE XXIII SUBORDINATION/NON-DISCRIMINATION

It is agreed between the parties hereto that this Agreement is subordinate to any lease or agreement between the CITY and/or the United States Government, the State of North Carolina, or any agency or department thereof, for the use of the Airport.

A. USER, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, except as permitted by law: (1) that no person, on the grounds of race, color, creed, political ideas, sex, age or physical or mental handicap, shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, creed, political ideas, sex, age or physical or mental handicaps shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that USER shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

B. USER shall furnish its accommodations and/or services on a fair, equal and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable and non-discriminatory prices for each accommodation and/or service; however, USER may be allowed to make reasonable discounts or other similar types of price reductions to purchasers on a nondiscriminatory basis.

C. Noncompliance with Article XXIII(A) that is not cured by a court order or settlement shall constitute a material breach thereof, and in the event of such noncompliance, City shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or, at the election of City or the United States, either or both said Governments shall have the right to judicially enforce Article XXIII(A) and XXIII(B), provided; however, that a breach shall not exist during the pendency in the courts of an action related to discrimination.

D. USER agrees that it shall insert the provisions of Article XXIII(A), XXIII(B), and XXIII(C) in any lease or other agreement by which it grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

In the exercise of the privileges and use of the facilities granted said USER hereunder and in performance of its duties and obligations set out herein, the USER covenants and agrees that the USER and its representatives will not discriminate against and will make reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

ARTICLE XXIV-AFFIRMATIVE ACTION

USER assures that it will undertake an affirmative action program to the extent required by 14 CFR Part 152, Subpart E. USER assures that no person shall be excluded on the grounds of race, creed, color, national origin, or sex from participating in any employment activities covered in 14 CFR Part 152, Subpart E. USER assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any program or activity covered by this Subpart. USER assures that it will require that its covered sub-contractors and sub-organizations provide assurance to the CITY that they similarly will undertake

affirmative action programs and that they will require assurances from their sub-organizations to the extent required by 14 CFR Part 152, Subpart E, to the same effect.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, USER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

ARTICLE XXV-COMPLIANCE WITH RULES AND REGULATIONS, GOVERNING LAW

USER covenants and agrees to comply with, and this Agreement shall be subject to, all federal, state, and municipal laws, ordinances, rules, and regulations now and hereafter enacted, which may be applicable to the operation of its business at the Airport, including such reasonable rules and regulations as may be adopted by the CITY, provided that they do not conflict with the terms hereof. 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 XXVI-TAXES

USER shall pay all taxes that are assessed legally against equipment, merchandise, or other personal property belonging to USER located on the Airport.

It is the intent of this Agreement that the real estate and the appurtenances thereto belonging shall be and remain the property of the CITY during the entire term of this Agreement, subject only to the right of USER to use the same during the term of this Agreement and any and all renewals thereof.

ARTICLE XXVII-INVALID PROVISION/SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of such covenant, condition, or provision does not materially prejudice either the CITY or USER in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

ARTICLE XXVIII-CANCEL AND SUPERSEDE PROVISION

This Agreement hereby cancels and supersedes all previous agreements between the parties hereto relating to the premises, rights, privileges, and licenses herein described.

ARTICLE XXIX – AFFILIATES

For purposes of this Agreement "Affiliate" shall mean any air transportation company that (i) is a parent or subsidiary of USER, or (ii) operates at the Airport under a trade name of the USER and uses the USER's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent or subsidiary of the USER and uses the two-letter designator code of such parent or subsidiary for its flights serving the Airport. USER shall designate its Affiliate(s) in writing and shall serve as financial

guarantor solely for rentals, landing fees and other fees incurred by any such Affiliate at the Airport while operating as USER's designated Affiliate hereunder. USER may at any time give the CITY thirty (30) days' prior written notice that such an air transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of USER for purposes of this Agreement, and any guaranty by USER of Affiliate's rentals, landing fees and other fees shall terminate and be ineffective as to any amounts incurred by such air transportation company after the effective date of termination of "Affiliate" status. An Affiliate shall enter into a separate operating agreement with the CITY and shall secure its own aviation insurance for liability purposes.

Notwithstanding anything to the contrary contained in this Agreement, during such period of time that an air transportation company is an Affiliate of USER in accordance with the terms hereof, (1) such Affiliate shall have the same rights to use USER's premises and the Airport as USER; (2) such Affiliate shall be charged at the same landing fee rates as USER without payment of any non-signatory premiums; and (3) such Affiliate's passengers shall be counted as enplaned passengers of USER for purposes of any charges under this Agreement based on enplaned passengers.

ARTICLE XXX – VENUE

The parties expressly agree that if litigation is brought in connection with this Agreement, the appropriate venue shall be either (1) the Courts of the State of North Carolina in Cumberland County (Fourteenth Judicial District of North Carolina) or (2) the United States District Court for the Eastern District of North Carolina.

ARTICLE XXXI- E-VERIFY

USER hereby acknowledges that "E-Verify" is a federal 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. USER 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 North Carolina, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). USER hereby represents and warrants through execution of this Agreement that USER complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further represents and warrants that USER will require any subcontractors currently employed by or subsequently hired by USER in connection with its operations at the Airport to comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

ARTICLE XXXII- 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, pandemic or epidemic, nuclear explosion, earthquake, hurricane, tornado, other catastrophic natural event or act of God, or any other circumstances for which it is not responsible or which are not within its control.

ARTICLE XXXIII- N.C. DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

USER 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, USER further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to USER appearing on the Treasurer's FD Lists at any time before or during the term of this Agreement.

IN WITNESS WHEREOF, CITY and USER have signed, sealed, and attested this Agreement in appropriate and lawful manner.

ATTEST:

_____
Jennifer L. Ayre, City Clerk

CITY OF FAYETTEVILLE

BY: _____
Douglas J. Hewett, ICMA-CM

APPROVED AS TO FORM:

_____
Lachelle H. Pulliam, City Attorney

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

ATTEST:

_____
Secretary

American Airlines, Inc.

BY: _____

Print:_____

[Notary Block to Follow

STATE OF _____
COUNTY OF _____

I, _____, Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day and acknowledged that he/she is _____of American Airlines, Inc., and being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the ____ day of _____, 2025.

Place seal here ↓

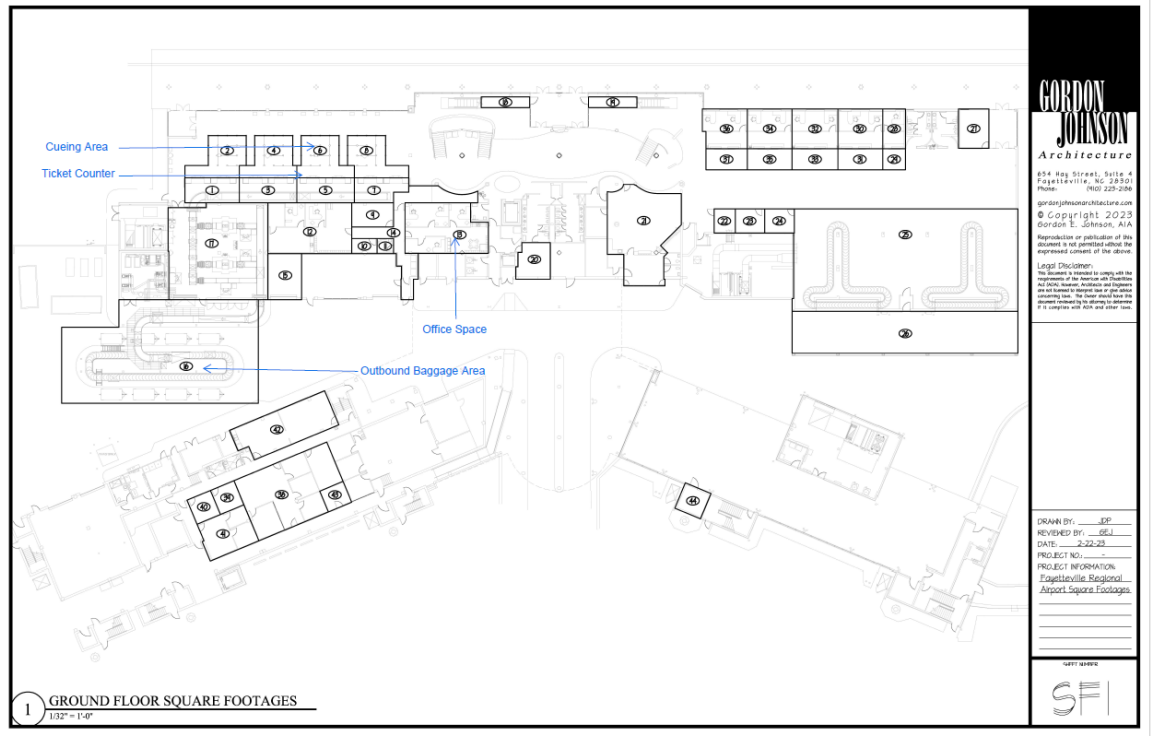
_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
American Airlines, Inc.
Leased Spaces

Area	Description	Square Footage
5	Airline Counter Space	321.6
6	Airline Ticket Cueing Area	414.3
13	Ticket Office and Administrative Space	867.7
25	Baggage Claim Area	((5,133/2)*(1/3) = 855
16	Airline Baggage Makeup Space	4,211.3*(1/3) = 1,404
59	Passenger Holding Area	(6,707.3*(1/3)) = 2,236
Cargo ramp	Land for Glycol Storage (Crate)	125
Cargo ramp	Land for Glycol Storage (Tank)	100

EXHIBIT "B"


Cueing Area
Ticket Counter
Office Space
Outbound Baggage Area
GORDON JOHNSON
Architecture
654 Hay Street, Suite 4
Fayetteville, NC 28301
Phone: (910) 223-2166
gordonjohnsonarchitecture.com
© Copyright 2023
Gordon E. Johnson, AIA
Reproduction or publication of this document is not permitted without the expressed consent of the above.
Legal Disclaimer:
DRAWN BY: JDP
REVIEWED BY: GEJ
DATE: 2-22-23
PROJECT NO: -
PROJECT INFORMATION:
Fayetteville Regional
Airport Square Footages
SHEET NUMBER
SF1
1 GROUND FLOOR SQUARE FOOTAGES
1/32" = 1'-0"

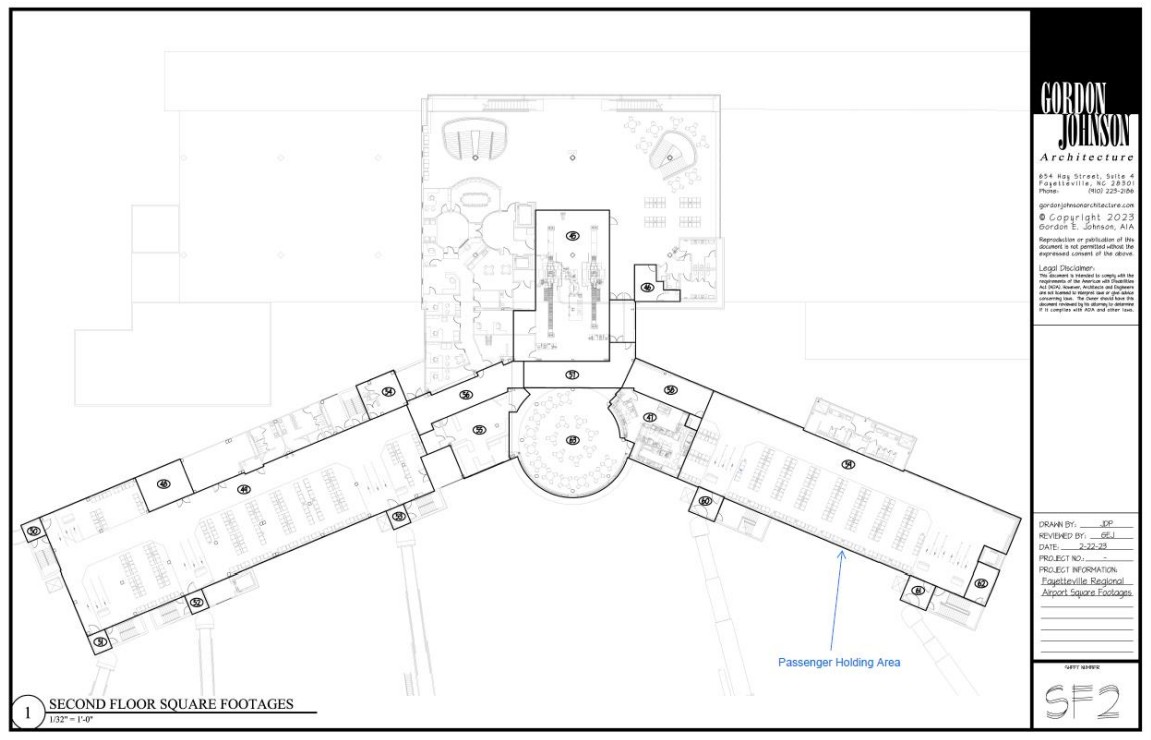
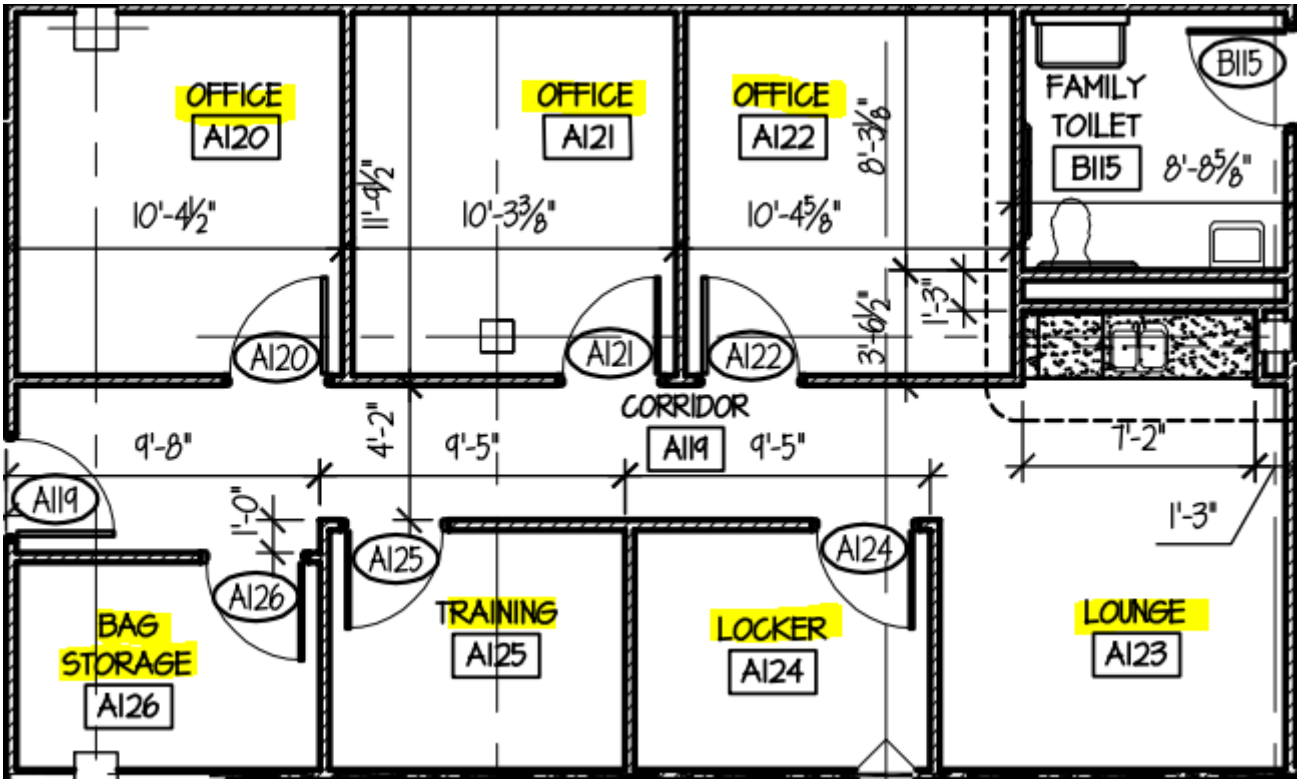

GORDON JOHNSON
Architecture
654 Hay Street, Suite 4
Fayetteville, NC 28301
Phone: (910) 223-2166
gordonjohnsonarchitecture.com
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Gordon E. Johnson, AIA
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Legal Disclaimer:
DRAWN BY: JDP
REVIEWED BY: GEJ
DATE: 2-22-23
PROJECT NO: -
PROJECT INFORMATION:
Fayetteville Regional
Airport Square Footages
SHEET NUMBER
SF2
Passenger Holding Area
1 SECOND FLOOR SQUARE FOOTAGES
1/32" = 1'-0"

EXHIBIT "C"

Ticket Office and Administrative Space – 867.7 sq. ft.



Airline Baggage Make-up Space – 4,211.3

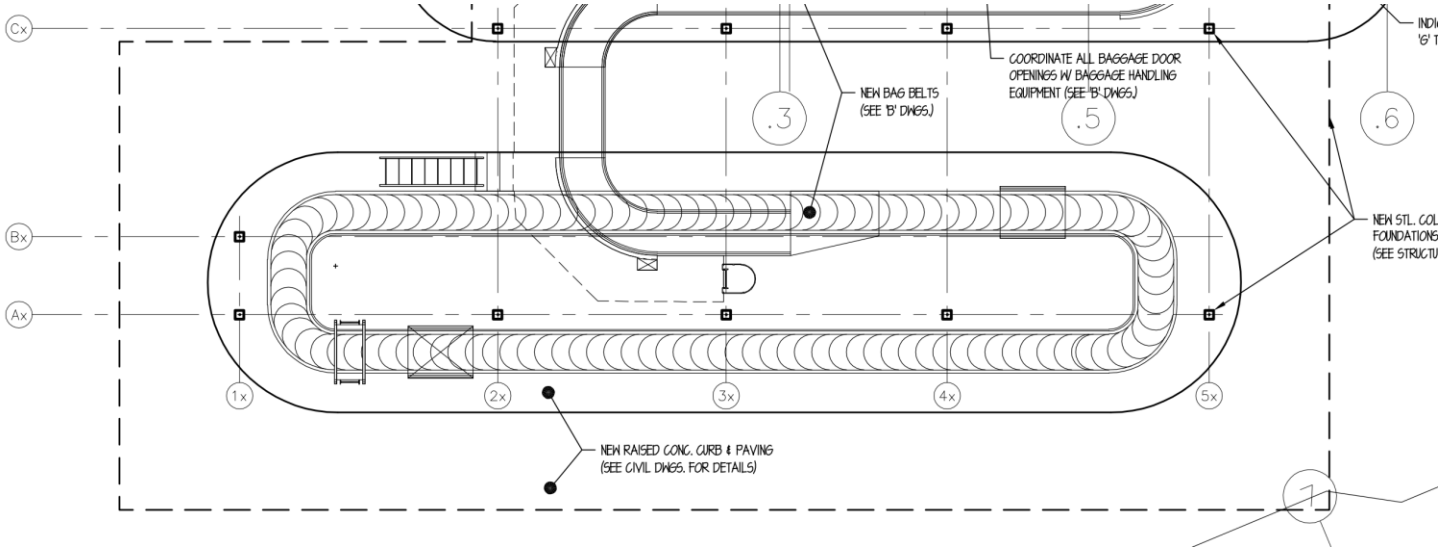
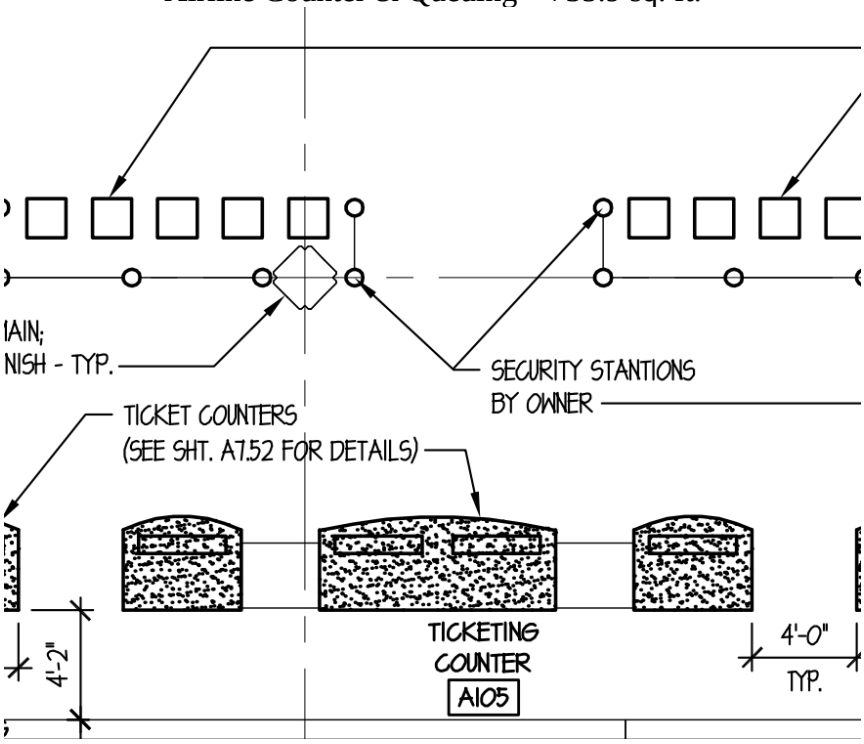


Exhibit "D"

Airline Counter & Queuing – 735.9 sq. ft.



Baggage Claim Area – 5,133 sq. ft.

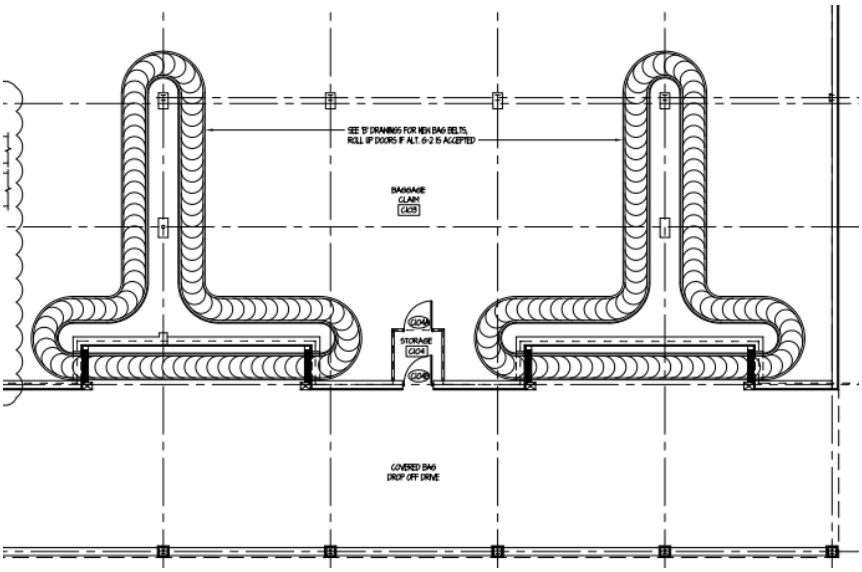
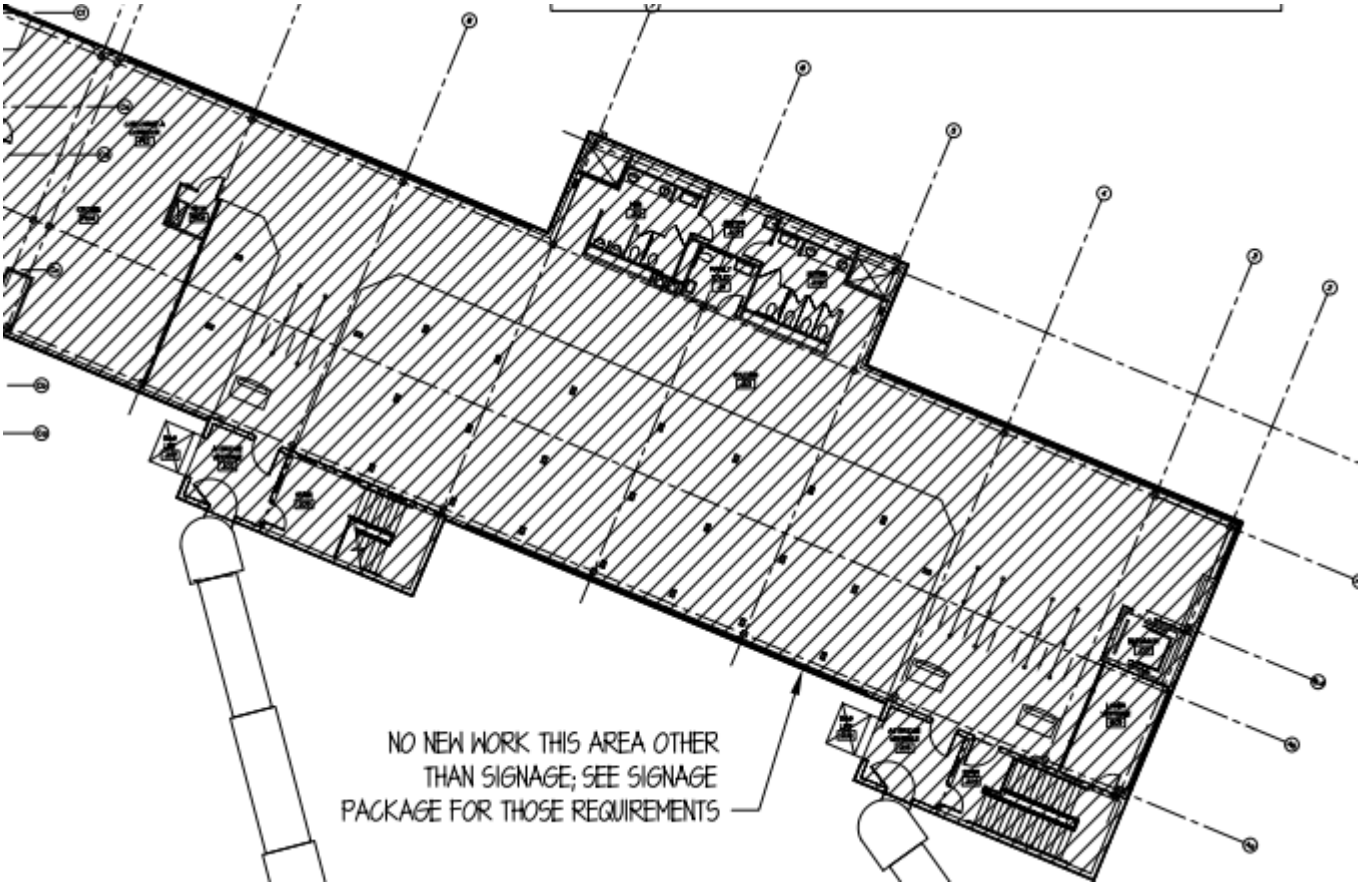


EXHIBIT "E"

Passenger Holding – 6,707.3 sq. ft.



[End of Document]

City of Fayetteville

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

City Council Action Memo

File Number: 26-0147

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 8.01

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

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

FROM: **Craig Harmon, CZO - Senior Planner**
Demetrios Moutos, AICP - Planner II

DATE: **March 23, 2026**

RE:
P26-05 - Appeal: Arland Tsobgou requests to rezone 0.44 acres at 5210 Arbor Rd (PIN 0530630070000) from SF-10 to MR-5.

COUNCIL DISTRICT(S):
Council District 1 - Stephon Ferguson

Relationship To Strategic Plan:
This item most directly relates to:

Goal II - City Investment Planning: growth management; transportation/access and storm water considerations associated with additional entitlements.

Goal IV - Live, Work, & Recreate: neighborhood quality and housing opportunity in serviced areas.

Executive Summary:
The request applies to a small, vacant infill parcel with public water and sewer available. The key policy issue involves the appropriate entitlement level at the interface between a low-density residential pattern along Arbor Road and more intense corridor-oriented uses in the immediate area. Staff recommends SF-6 as the most compatible and plan-consistent zoning outcome for this parcel size and context.
The Zoning Commission completed its legislative hearing on February 10, 2026, and adopted a Consistency and Reasonableness Statement reflecting the recommended action of SF-10 to **SF-6**. Subsequently, the applicant appealed the recommendation which requires a public hearing be held by the City Council.

Background:

- **Location:** 5210 Arbor Road
- **PIN:** 0530630070000
- **Acreage:** ~0.44 acres
- **Existing Conditions:** vacant/wooded with fencing; no structures
- **Utilities:** public water and sewer available

- **Public Notice:** mailed to owners within 1,000 feet
- **Fees:** $1,000 paid

Issues/Analysis:

- **Context and transition:** The parcel functions as a transitional site between a neighborhood street with detached single-family development and a nearby commercial corridor.
- **Entitlement differential:**
  - **SF-10** maintains the lowest-intensity single-family entitlement.
  - **MR-5** substantially expands residential intensity and development form potential relative to the surrounding low-density pattern.
  - **SF-6** provides modest additional single-family flexibility while maintaining a low-density framework.
- **Site scale and record sufficiency:** The request applies to a sub-acre parcel without a concept plan or enforceable development commitments. Approving MR-5 would grant the full set of MR-5 entitlements without defined limits on building form, buffering, lighting, parking/service placement, or access design at this site.
- **Compatibility and infrastructure:** Any intensification increases the importance of access design, stormwater management, and buffering/transition standards during development review; SF-6 reduces the likelihood of land-use conflicts while still enabling incremental infill.

Budget Impact:

- The applicant paid the $1,000 map amendment fee.
- The City will incur routine processing costs (staff time, noticing) within existing operating budgets.
- The rezoning does not, by itself, obligate capital improvements; any future infrastructure needs would be addressed during development review.

Options:

1. Approve as requested (SF-10 to MR-5).
2. Approve to a more restrictive residential district (SF-10 to SF-6).
3. Deny the request (retain SF-10).
4. Continue for a revised request and/or enforceable commitments addressing concerns.

Recommended Action:

Approve SF-10 to SF-6. This action supports modest infill on a serviced parcel while maintaining a low-density single-family framework and reducing transition risk at the site.

Attachments:

1. Application
2. Aerial Map

3. Zoning Map
4. Future Land Use Map
5. Site Pictures
6. Surrounding Area Pictures
7. Consistency and Reasonableness Statement
8. Zoning Commission Staff Report - February 2026

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

Project Overview #1456909

Project Title: MR5 rezonning 5210 Arbor Rd
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review
Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location

Project Address or PIN: 5210 ARBOR RD (0530630070000)
Zip Code: 28311

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

E911 Addressing confirmation, please ensure that new developments have an address assigned by Cumberland County E911 before submitting. There may delays and penalties for not doing so.

GIS Verified Data

Project Address: 5210 ARBOR RD

General Project Information

Has the land been the subject of a map amendment application in the last five years?: No
Previous Amendment Approval Date:
Previous Amendment Case #:
Proposed Zoning District: MR-5
Acreage to be Rezoned: 0.44
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:
The site is currently empty with only Trees in a Fence. No other structures or uses are present

B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:
Parcel backs up to the Applebee's on Ramsey St. Zoned SF-10 and is adjacent to Light Commercial zoning. Peferct for building single family homes or multi-family. New construction single family homes are currently being built on Arbor Rd. and townhomes are being presold on the lot across the street. City water/sewer available. Co-owner is a licensed agent with the listing firm.

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

A) State the extent to which the proposed amendment is consistent with the comprehensive plan and all other applicable long-range planning documents.:
The proposed amendment is consistent with the Comprehensive Plans vision for revitalizing existing commercial corridors.

The Future Land Use Map identifies this area as **Mixed-Use Commercial**, supporting redevelopment that combines retail, office, and limited residential uses. Rezoning from **SF-10** to **MR-5 (Multi-family Construction)** advances this policy direction by

encouraging pedestrian-oriented, higher-intensity development compatible with nearby uses and transit access.

The proposal also supports the citys **Economic Development Strategy** and **Complete Streets Plan** by promoting investment and improved walkability along the corridor.

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

C) State the extent to which the proposed amendment addresses a demonstrated community need.:
The amendment responds to a documented community need for reinvestment and job creation along aging commercial corridors.

Economic development studies and stakeholder feedback highlight the need for flexible zoning that supports small business growth and mixed-use redevelopment. By rezoning the site from **SF-10** to **MR-5 (Multi family Constriuction**), the proposal encourages modern, walkable development that attracts investment and enhances local services.

The amendment therefore addresses a key community priority: revitalizing underutilized commercial areas to support economic vitality.

D) State the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and why it is the appropriate zoning district for the land.:
The proposed amendment is compatible with the existing commercial and mixed-use character of the area. Adjacent properties to the north and west are zoned **Light Commercial** and **MU (Mixed-Use)**, featuring retail shops, offices, and service-oriented businesses.

Rezoning the subject site from **SF-10** to **MR-5 (Neighborhood Multi- Family Home)** will extend an established commercial corridor, providing neighborhood-serving retail while minimizing potential conflicts with nearby residences through buffering and design standards.

The C-1 district is appropriate because it enables modest commercial activity consistent with the Comprehensive Plans vision for incremental infill and economic vitality along local corridors.

E) State the extent to which the proposed amendment results in a logical and orderly development pattern.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from **SF-10** to **MR-5 (Multi-Family Construction)** consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports the Comprehensive Plans land use and transportation objectives by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

F) State the extent to which the proposed amendment might encourage premature development.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from **SF-10** to **MR-5 (Multi-Family Construction)** consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports the Comprehensive Plans land use and transportation objectives by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

G) State the extent to which the proposed amendment results in strip-style commercial development.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from **SF-10** to **MR-5 (Multi-Family Construction)** consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports the **strip-style commercial development** by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

H) State the extent to which the proposed amendment results in the creation of an isolated zoning district unrelated to

adjacent and surrounding zoning districts.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from SF-10 to MR-5 (Multi-Family Construction) consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports the the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

I) State the extent to which the proposed amendment results in significant adverse impacts on the property values of surrounding lands.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from SF-10 to MR-5 (Multi-Family Construction) consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports significant adverse impacts on the property values of surrounding lands. by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

J) State the extent to which the proposed amendment results in significantly adverse impacts on the natural environment.:
The proposed amendment contributes to a logical and orderly development pattern by extending an existing commercial corridor along a major roadway.

Rezoning the property from SF-10 to MR-5 (Multi-Family Construction) consolidates similar uses, reduces zoning fragmentation, and promotes a cohesive pattern of commercial development.

The amendment supports significant adverse impacts on the on the natural environment. by encouraging development in areas with established access and infrastructure capacity, thereby reinforcing a predictable, well-organized growth pattern.

Primary Contact Information

Project Owner
Arland Tsobgou

5210 Arbor Road
Fayetteville , NC 28311
P:(240) 529-2540
arleon663@gmail.com

Project Contact - Agent/Representative
Arland Tsobgou

5210 Arbor Road
Fayetteville , NC 28311
P:(240) 529-2540
arleon663@gmail.com

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

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

$40,000. :

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State General Contractor's License Number:

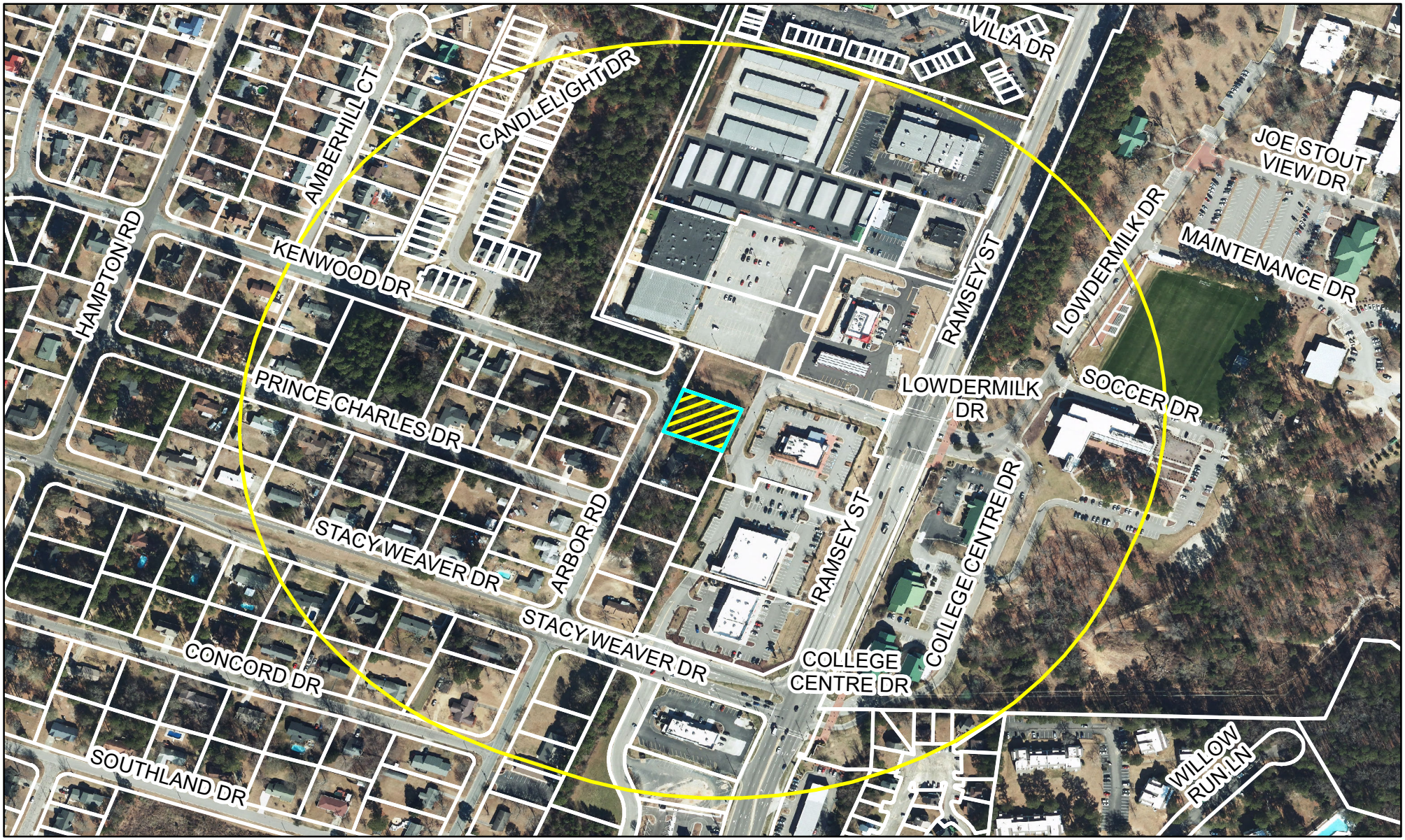
NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:



Aerial

Case #: P26-05

REQUEST: Rezone SF-10 to MR-5

LOCATION: 5210 Arbor Rd
0530630070000

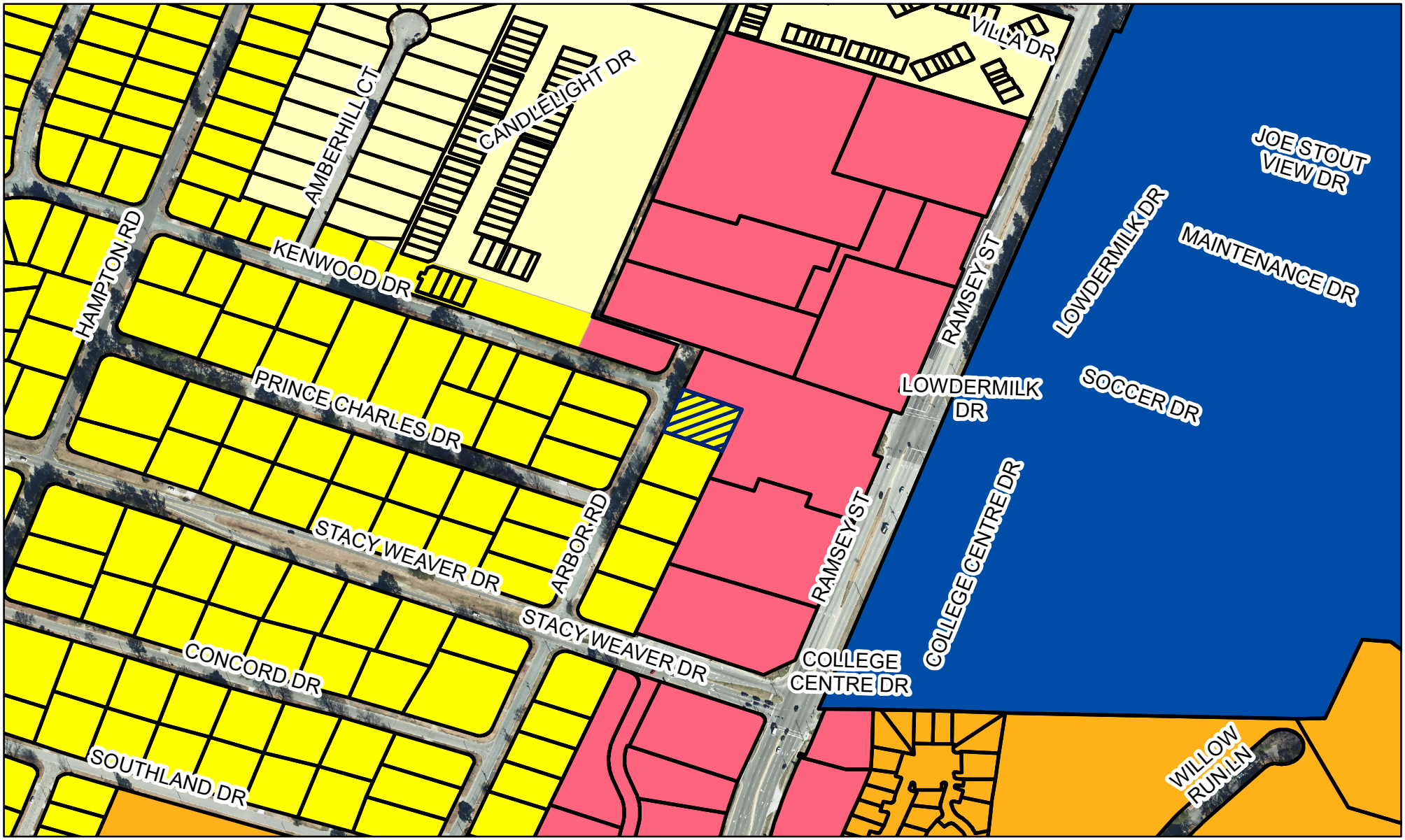
P26-05 Buffer

P26-05

N

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

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



Zoning

Case #: P26-05

REQUEST: Rezone SF-10 to MR-5

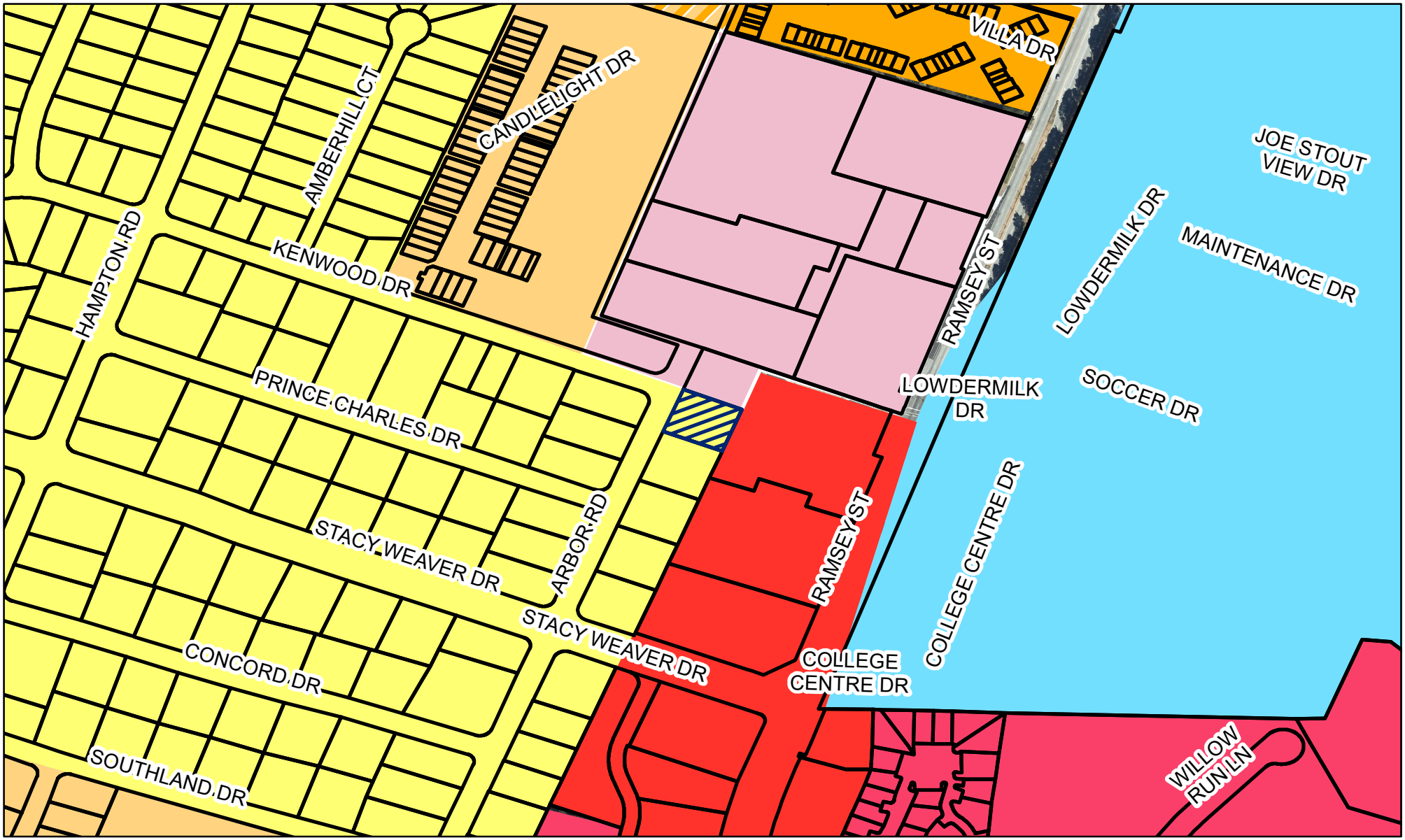
LOCATION: 5210 Arbor Rd
0530630070000

- P26-05
- LC - Limited Commercial
- MR-5 - Mixed Residential 5
- SF-6 - Single-Family Residential 6
- SF-10 - Single-Family Residential 10
- UC - Universities/Colleges

N

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

FAYETTEVILLE NC
AMERICA'S CAN DO CITY



Future Land Use

Case #: P26-05

REQUEST: Rezone SF-10 to MR-5

LOCATION: 5210 Arbor Rd
0530630070000

- P26-05
- LDR - LOW DENSITY
- MDR - MEDIUM DENSITY
- NIR - NEIGHBORHOOD IMPROVEMENT
- HDR - HIGH DENSITY RESIDENTIAL
- NMU - NEIGHBORHOOD MIXED USE
- CC - COMMUNITY CENTER
- HC - HIGHWAY COMMERCIAL
- OI - OFFICE / INSTITUTIONAL

N

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

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

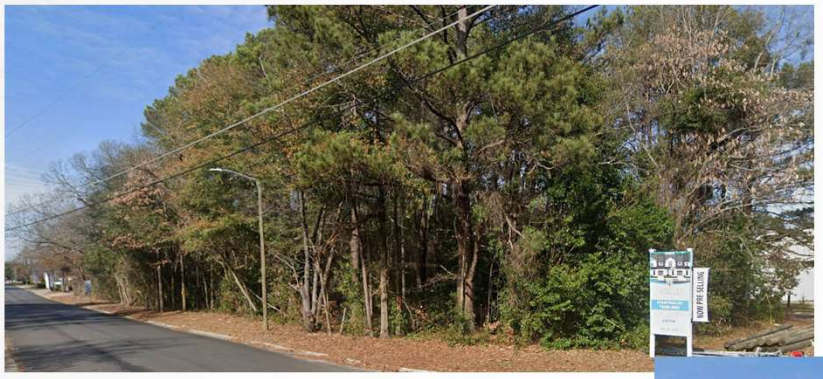
FAYETTEVILLE NC

Subject Property



FAYETTEVILLE NC

Surrounding Properties











Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S. §§ 160D-604 and -605, the Zoning Commission determines that the proposed zoning map amendment in case P26-05 aligns with the City of Fayetteville's Future Land Use Map and Comprehensive Plan. The following analysis reviews the proposed amendment in relation to the goals, land-use policies, and strategies of the Comprehensive Plan, following the Commission's established consistency review format.

Case Summary (Recommendation Basis):

The request concerns roughly 0.44 acres at 5210 Arbor Road (PIN 0530630070000), currently zoned SF-10. The applicant requested MR-5; however, the staff recommends SF-6. This Consistency and Reasonableness Statement reflects the recommended action of rezoning from SF-10 to SF-6.

Consistency

1. **GOALS**

GOAL(S)	CONSISTENT	INCONSISTENT
• **Goal 1: Concentrate value and investments on infrastructure and strategic nodes.** o The site has access to public water and sewer, and the final utility and transportation needs are assessed during development approval processes.	X	
• **Goal 2: Foster mutually compatible economic and commercial growth in prioritized areas.** o SF-6 allows for incremental housing near existing commercial areas, including adjacency to Applebee's Grill + Bar – Ramsey Street, without adding the density of MR-5 in a mainly residential area.	X	
• **Goal 3: Promote infill and redevelopment in areas with existing services.** o The parcel is currently vacant and suitable for infill, aligning with existing service availability and ongoing residential construction nearby.	X	
• **Goal 4: Promote safe, stable, and appealing neighborhoods.** o SF-6 preserves a single-family framework, with neighborhood compatibility managed through relevant UDO standards during permitting and development review.	X	
• **Goal 5: Protect and improve environmental features.** o Environmental performance, including stormwater, tree/landscaping, and related	X	

standards, is considered during development review and permitting. • **Goal 6: Promote and leverage strategic economic institutions and employment sectors.** o Incremental housing capacity in a serviced area promotes proximity to employment and services, strengthening overall economic resilience.	X	

2. **LAND USE POLICES AND STRATEGIES:**

LAND USE POLICIES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-1 (Strategic, Infrastructure-Served Growth) – Guide growth toward areas with strong infrastructure and urban services. • The site is a small infill parcel equipped with utilities; SF-6 maintains a residential pattern while depending on the development review process to handle access, stormwater, and neighborhood-quality standards.	X	
LU-2 (Strategic Economic Development) – Encourage economically advantageous growth in key sectors.	X	
LU-3 (Reinvestment in Distressed Residential Neighborhoods) – Promote reinvestment and redevelopment in targeted areas. • The site is a small infill parcel equipped with utilities; SF-6 maintains a residential pattern while depending on the development review process to handle access, stormwater, and neighborhood-quality standards.	X	
LU-4 (Walkable Commercial and Mixed-Use Districts) – Develop well-designed and pedestrian-friendly commercial and mixed-use areas. • These are generally corridor- and node-focused strategies; this rezoning (SF-6) does not impede their implementation in designated areas and supports a smooth transition near an existing commercial corridor.	X	
LU- 5 (Improve Gateways and Corridors) – Enhance gateways and corridors while strengthening community identity. • These are generally corridor- and node-focused strategies; this rezoning (SF-6) does not impede their implementation in designated areas and supports a smooth transition near an existing commercial corridor.	X	
LU-6 (Neighborhood Quality) – Promote development standards that create quality neighborhoods. • The site is a small infill parcel equipped with utilities; SF-6 maintains a residential pattern while depending on	X	

the development review process to handle access, stormwater, and neighborhood-quality standards.		
LU-7 (Mix of Housing Types for All Ages and Incomes) – Promote a variety of housing options to foster diverse neighborhoods. • SF-6 can expand affordability and choice mainly by allowing smaller-lot single-family homes compared to SF-10, without increasing multi-family density. (SF-6 minimum lot area per unit is 6,000 sq. ft.; SF-10 minimum lot area per unit is 10,000 sq. ft.)	X	
LU-8 (Open Space & Natural Features) – Protect and utilize open space and natural features for the benefit of the community.	X	
LU-9 (Connected Open Space & Greenways) – Develop a plan for a connected system of open spaces and greenways.	X	
LU-10 (Resiliency & Reduced Flooding Impacts) – Support initiatives that decrease flooding and natural disaster impacts. • The site is a small infill parcel equipped with utilities; SF-6 maintains a residential pattern while depending on the development review process to handle access, stormwater, and neighborhood-quality standards.	X	
LU-11 (Respect Military Mission) – Promote development approaches that honor the training and operational mission of Fort Bragg.	X	
LU-12 (Coordinate with Military Planning) – Collaborate on planning efforts with military partners.	X	
LU-13 (Coordinate with Other Institutions) – Collaborate with other institutions (education, medical, etc.). • These are generally corridor- and node-focused strategies; this rezoning (SF-6) does not impede their implementation in designated areas and supports a smooth transition near an existing commercial corridor.	X	

3. **Future Land Use Map Consistency**
    - **Text Consistency:** The SF-6 recommendation aligns with the goals and policies of the Comprehensive Plan that emphasize infrastructure-supported growth, infill where services are available, neighborhood quality, and resiliency, while maintaining the land-use function as residential.
    - **Map Consistency:** The Future Land Use Map sheet prepared for P26-05 references residential types, including LDR (Low Density Residential). The SF-6 recommendation maintains a low-density single-family residential framework and better aligns with that residential intent than MR-5.

Reasonableness

The proposed rezoning (SF-10 to SF-6, as recommended) is reasonable and in the public interest because it aligns with the policies of the Comprehensive Plan mentioned earlier and advances City priorities related to infrastructure-supported growth, infill, and neighborhood quality.

It is also reasonable and in the public interest because:

X The size and features of the site support a modest residential infill pattern that is compatible with existing nearby residential activity and available utilities.

X The recommendation lowers the chance of land-use conflicts compared to MR-5 by keeping a single-family district while permitting some flexibility beyond SF-10.

X The proposal tackles broader housing needs by allowing more low-density residential options in a well-served area.

X The proposal promotes orderly development by aligning zoning with the surrounding residential areas while recognizing proximity to nearby commercial zones along a major corridor.

The amendment also serves the public interest because it:

X Enhances consistency with the long-range plan by maintaining a residential land-use function and supporting neighborhood quality objectives.

X Enhances the tax base over time by allowing reinvestment and development of a currently vacant parcel.

Preserves environmental and cultural resources.

X Facilitates a specific type of development, such as single-family residential infill, in an infrastructure-served area, by applying design, stormwater, and related standards during the development review process.

X Expands housing options to provide a necessary residential area.

Additional comments: Development details such as access design, buffering, stormwater management, and utility capacity will be reviewed during TRC/site-plan review and permitting to ensure compatibility and sufficient public services.

February 10, 2026
Date

Vice Chair Signature

Justin R. Herbe
Print

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

THRU: **Zoning Commission**

FROM: **Craig Harmon, CZO – Senior Planner**
Demetrios Moutos, AICP – Planner II

DATE: **February 10, 2026**

RE:
P26-05 – Arland Tsobgou has requested a map amendment to rezone approximately 0.44 acres located at 5210 Arbor Road (PIN 0530630070000) from SF-10 (Single-Family Residential 10) to MR-5 (Mixed Residential 5).

COUNCIL DISTRICT(S):
Council District 1 – Stephon Ferguson

Relationship To Strategic Plan:

This case is most directly related to the following strategic goals and objectives:

- Goal II (City Investment Planning)
  - Objective 3.2: Manage future growth and land use. Assess if the zoning change assigns the right development intensity to the right location.
  - Objective 3.1: Address street connectivity, traffic flow, and stormwater. New entitlements can increase demands on access, circulation, and drainage infrastructure.
  - Objective 3.4: Revitalize neighborhoods through code enforcement and abatement. Focus efforts especially when development increases community concerns.
- Goal IV (Live, Work, & Recreate)
  - Objective 4.5: Ensure quality neighborhoods. Zoning decisions influence housing opportunities and neighborhood compatibility.
- Strategic Priority 2 (under Goal 4)
  - Continue revitalization focused on affordable housing, including increased housing opportunities.

Rezoning from SF-10 to MR-5 would allow more residential types on the site, meeting Objective 4.5 by adding housing in serviced areas without expanding the city's footprint. This supports the city's priority to increase market-rate housing opportunities.

The Strategic Plan favors managed growth over density everywhere. The main question is whether MR-5 zoning fits the parcel's size and nearby uses. If incompatible, it could hinder the goal of quality neighborhoods.

This decision is best justified when tied directly to measurable outcomes from the plan's performance metrics:

- Growth management/land use confidence: "% satisfaction with overall preparedness to manage development and growth."
- Housing: "% satisfaction with overall affordability of housing in Fayetteville" (note: zoning can impact supply and feasibility, but does not guarantee affordability).
- Neighborhood experience: "% satisfaction with the overall quality of life in your neighborhood."
- Affordable housing production via City programs: "Number of affordable units created with ECD funding." This is not a direct result of rezoning, but is relevant to the broader housing strategy in the plan.

To meet Goal III's intent, the decision should address:

- Assess traffic access, stormwater capacity, and infrastructure readiness as required by Goal III.
- Ensure neighborhood compatibility with buffers, transitions, scale, and access, as Goal IV emphasizes creating quality neighborhoods, not just more housing units.
- Balance the applicant's interest in feasible land use and housing with residents' need for neighborhood character and quality of life, as measured by the Strategic Plan.

The zoning decision should directly connect to strategies for quality growth, focusing on infrastructure readiness and neighborhood quality as outlined in the Future Land Use and Strategic Plans.

Executive Summary:

The applicant seeks to rezone 0.44 acres at 5210 Arbor Road from SF-10 to MR-5. The site is vacant, with water and sewer service available.

The parcel, behind Applebee's on Ramsey Street, is zoned SF-10 and borders Limited Commercial. The zoning map shows this parcel at the edge of a varied mix: SF-10, SF-6, MR-5, LC, and UC.

The primary policy consideration centers on whether MR-5 zoning effectively functions as a transitional district at this corridor's edge. This would facilitate a residential buffer between the adjacent commercial area and nearby lower-density homes, supporting both residential flexibility and compatibility. Furthermore, MR-5 zoning offers a means to bridge land use types while aligning with the adopted Future Land Use direction for this area.

Background:

Rezoning Request: Change zoning from SF-10 (Single-Family Residential 10) to MR-5 (Mixed Residential 5).

Location: 5210 Arbor Road

Parcel Identification Number (PIN): 0530630070000

Site Size: Approximately 0.44 acres.

Existing Site Conditions: The parcel is vacant, containing trees and a fenced area, with no existing structures.

Utilities: Public water and sewer services are available to the site.

Applicant Narrative (Summary): The applicant states that the rezoning supports revitalization of commercial corridors and aligns with the Future Land Use designation of Mixed-Use Commercial for the area. The narrative cites expansion of a commercial corridor and references C-1, but the request under review is explicitly for MR-5 (Mixed Residential 5).

Public Notice: Notification letters were sent to property owners within 1,000 feet of the subject site.

Fees: The required map amendment fee of $1,000 has been paid in full.

Issues/Analysis:

Case P26-05 is a request to rezone approximately 0.44 acres at 5210 Arbor Road from SF-10 (Single-Family Residential 10) to MR-5 (Mixed Residential 5). The significance extends beyond the applicant's plan; it is an entitlement change that broadens potential uses and development intensity. This is notable because there is no concept plan to limit unit count, building placement, height, access, parking, buffering, lighting, or service areas. The main question is whether the City should grant the full MR-5 development rights to a sub-acre parcel. This area sits in an LDR-designated neighborhood, right at the edge of more intense Future Land Use categories.

The physical and land-use context is clear from aerial and street-level images. Currently, the parcel is wooded and serves as a vegetative buffer between Arbor Road and the Ramsey Street commercial area. Directly east is a cluster of highway-oriented commercial uses and large parking areas – Applebee's, Aldi, and Sheetz – facing the US 401/Ramsey Street corridor. Across Ramsey Street lies Methodist University. There are also multifamily apartments south and southeast of the intersection. In contrast, the west side of Arbor Road and its neighborhood blocks are characterized by detached single-family homes on a traditional street network. Arbor Road itself is a two-lane, low-speed neighborhood street. It is lined with houses, yards, has limited pedestrian infrastructure, and a strong tree line for screening. In summary, the parcel sits at a distinct juncture. There is highway commercial and institutional activity to the east, and a stable LDR neighborhood to the west and southwest.

This juncture highlights why Future Land Use Map designations are key to policy analysis. The parcel and the surrounding neighborhood are designated LDR (Low Density Residential). Directly north is NMU (Neighborhood Mixed Use); immediately east is HC (Highway Commercial). These designations reflect two priorities: keeping a low-density pattern in LDR areas and allowing greater intensity and mixed uses in NMU and HC areas. The main question is whether the subject parcel should stay part of the LDR neighborhood or be seen as a transition parcel. Its location at the edge of NMU and HC affects this decision.

In this context, the zoning issue goes beyond a simple SF-10 versus MR-5 comparison. SF-10 is the most restrictive residential option. It aligns with LDR, with a 35-foot height limit and 30 percent lot coverage. MR-5 is more intense. It allows buildings up to six stories or 75 feet, 55 percent lot coverage, and much higher density. MR-5 density depends on whether the site borders an Arterial, Collector, or Major Street, as defined in Article 30-9. If not, density is lower; if so, it may increase. Arbor Road functions as a local street, so the higher cap likely does not apply. Roadway classification is a key factual checkpoint in the record.

SF-6 is a logical alternative to consider. SF-6 aligns with LDR by keeping a single-family framework but allows more flexibility than SF-10. These are typically smaller lots and modestly different standards. It allows gentle infill or varied housing types without the massing of MR-5. For a small site, SF-6 recognizes the edge location and NMU/HC influences. It still keeps the entitlement in the “low-density residential” family. If leaders want to keep LDR but adjust to nearby higher intensity, SF-6 reflects that compromise.

Compatibility is the main practical concern, regardless of district choice, because the area is mixed. Approving MR-5 would not just change paper density. It would allow development with real effects: taller and larger buildings near one-story homes, more lighting and nighttime activity, loss of the buffer, and different parking and service setups. The adjacent commercial corridor has lots of pavement and busy uses. These are not always incompatible with housing, but housing here would need design to protect the residential edge. Without a concept plan, it is not possible to know if MR-5 development would match Arbor Road’s character or bring incompatible elements. This uncertainty is less under SF-10 or SF-6, where single-family forms are more compatible with the neighborhood.

Transportation and access also differ by district. Imagery suggests Arbor Road is a neighborhood street, not set for higher-intensity traffic. MR-5 redevelopment could bring more vehicles, greater off-street parking demand, and risk of on-street spillover without good circulation planning. It is not clear if all access would be via Arbor Road or if a link to the commercial side is possible, which matters for the neighborhood. These points do not prohibit change but show that there is not enough detail to approve MR-5 unconditionally now.

The Future Land Use Plan guides the City’s view of fairness and reasonableness. On one side, the Plan’s emphasis on neighborhood stability and the LDR map suggest keeping the low-density pattern. This is important for residents who rely on the map and local character. On the other side, the Plan’s support for mixed-use and reinvestment encourages housing near jobs and services, especially at the edge of intense designations. This creates a fairness issue for the broader community about housing and land use. Both priorities exist here, as the parcel is where they meet.

The sufficiency of the case record is key if MR-5 approval is considered. Higher-intensity use, as a transition to NMU/HC, is easier to justify when backed by at least a simple development concept. This concept should show how the residential edge will be protected and how access and parking will work. Otherwise, SF-6 is the more cautious and plan-aligned choice. It allows incremental, LDR-friendly change and limits out-of-

scale risk. If MR-5 is chosen, the decision is best when transition issues are handled by enforceable commitments – especially for height, massing, buffering, lighting, and access – rather than assuming later site review will resolve core zoning issues.

Budget Impact:

This request includes a direct fiscal element and potential fiscal effects that depend on future development. The applicant has paid the $1,000 Map Amendment Fee in full.

The City will incur routine processing costs for the rezoning, such as staff time and public notifications, which are absorbed in operating budgets and not treated as separate capital expenditures.

Rezoning does not obligate City funding for infrastructure. Utility access allows development to use existing services, subject to capacity. Incremental revenue is possible, but amounts are unknown without detailed plans.

Higher-intensity rezoning could increase service demand and require public improvements during development review. The Future Land Use and Strategic Plans recognize that upzoning may lead to targeted public investment and support fiscal stewardship.

The rezoning has no immediate capital impact, generates a known fee already collected, and carries unquantified long-term fiscal effects pending specific development proposals.

Options:

The Zoning Commission has the following options for action:

Option 1 – Approve the rezoning request as submitted (change from SF-10, Single-Family 10, to MR-5, Mixed Residential 5).

Approval would expand home types and allow more development than SF-10. MR-5 permits up to 20 dwelling units per acre. This increases to 24 units if the property abuts an Arterial, Collector, or Major Street (see Article 30-9). When minimum lot area and gross density conflict, the lower unit yield applies. This option supports more nearby housing near commercial and institutional corridors. However, it is the biggest departure from the parcel's LDR Future Land Use and the area's low-density pattern.

Option 2 – Approve rezoning to a more restrictive residential district (change from SF-10, Single-Family 10, to SF-6, Single-Family 6).

This option allows incremental change within the "single-family" category. It better matches the parcel's LDR Future Land Use and the neighborhood context. This serves as a compromise. It recognizes nearby NMU/HC activity, but does not allow MR-5's full intensity, height, or housing variety.

Option 3 – Deny the rezoning request.

Denial would maintain the existing SF-10 zoning and preserve the current low-density entitlement, consistent with the LDR designation for the subject parcel and surrounding neighborhood. This option is suitable if the Commission finds the MR-5 request inconsistent with the adopted Future Land Use direction or lacking sufficient transition commitments to ensure compatibility with adjacent low-density residential areas.

Option 4 – Continue or table the case for a revised request or additional commitments.

The Commission could continue the case to let the applicant pursue MR-5 in a conditional format. This would require enforceable commitments to address transitions, such as step-downs in height and massing near LDR, buffering, screening, lighting controls, and access or parking layout. This option strengthens the decision record where compatibility depends on site design details not yet provided.

Recommended Action:

Approve rezoning to a more restrictive residential district (SF-10 to SF-6). Staff finds SF-6 the most suitable zoning outcome for this site. This zoning allows modestly more residential flexibility. It still aligns with the parcel's Low Density Residential (LDR) Future Land Use designation and the neighborhood pattern. The recommendation notes the parcel's proximity to higher-intensity activity to the north (NMU) and east (HC). It avoids granting the much higher-intensity entitlements of MR-5.

Attachments:

1. Application
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Site Pictures
6. Surrounding Area Pictures
7. Consistency and Reasonableness Statement

City of Fayetteville

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

City Council Action Memo

File Number: 26-0192

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 8.02

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

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **March 23, 2026**

RE:
PWC - Phase 5 Annexation Area 29 Public Hearing on the Preliminary Assessment Resolution

COUNCIL DISTRICT(S):
7, 8

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Holding a Public Hearing to receive public comment for the annexation area is part of the statutory requirement process.

Background:
City Council approved the Preliminary Assessment Resolution in their meeting on February 9, 2026 for Area 29 of the Phase 5 Annexation. The Resolution set the date of the Public Hearing for Monday, March 23, 2026 to hear public comment.
A notice was published in the Fayetteville Observer on March 12, 2026 informing the property owners of the Public Hearing date. After the Public Hearing, the next step in the process is to approve the Resolution Directing Project be Undertaken. This item will be scheduled for April 13, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:
Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of

receiving public comment regarding the Preliminary Assessment Resolution.

Attachments:
PowerPoint Presentation - Phase V Annexation Utility Improvement Project Area 29

CERTIFICATE OF MAILING OF PRELIMINARY ASSESSMENT RESOLUTION
Phase V Annexation, Area 29

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FAYETTEVILLE:

I, Levita Jacob, do hereby certify that copies of the Preliminary Assessment Resolution providing for the proposed extension of its sanitary sewer collection system in all or a portion of Buhmann Drive, Canary Drive, Cliffdale Road Road, Dunholme Drive, East Cliff Court, Grassy Branch Drive, Hoke Loop Road, Kings Lynn Loop, Lands End Drive, Mittie Lane, Newmarket Court, Old Castle Drive, Pantego Drive, Prestige Boulevard, Salinas Court, San Juan Drive, Shoreway Drive, South Reilly Road, Sykes Pond Road, Tavistock Court, Tunbridge Drive, Umstead Road, and Wayland Drive in Area 29 adopted on the 9th day of February, 2026 were mailed by first class mail on the 6th day of March, 2026 to the owners of all real property subject to assessment should the project be undertaken.

IN WITNESS WHEREOF, I have hereunto signed and sealed this instrument,

Levita Jacob
Signature

March 6, 2026
Date

NORTH CAROLINA -- CUMBERLAND COUNTY

I, Siobiah Houge, a Notary Public of said County and State, certify that Levita Jacob came before me this day and acknowledged that she accomplished the mailing in compliance with North Carolina GS 160A-224.

Witness my hand and Notarial Seal, this the 6 day of March, 2026.

My Commission expires: 10/22/27

Siobiah Houge
Notary Public

SIOBIAH HOUGE NOTARY PUBLIC CUMBERLAND COUNTY, NC

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 29

Lamont Hinson, Community Relations Specialist

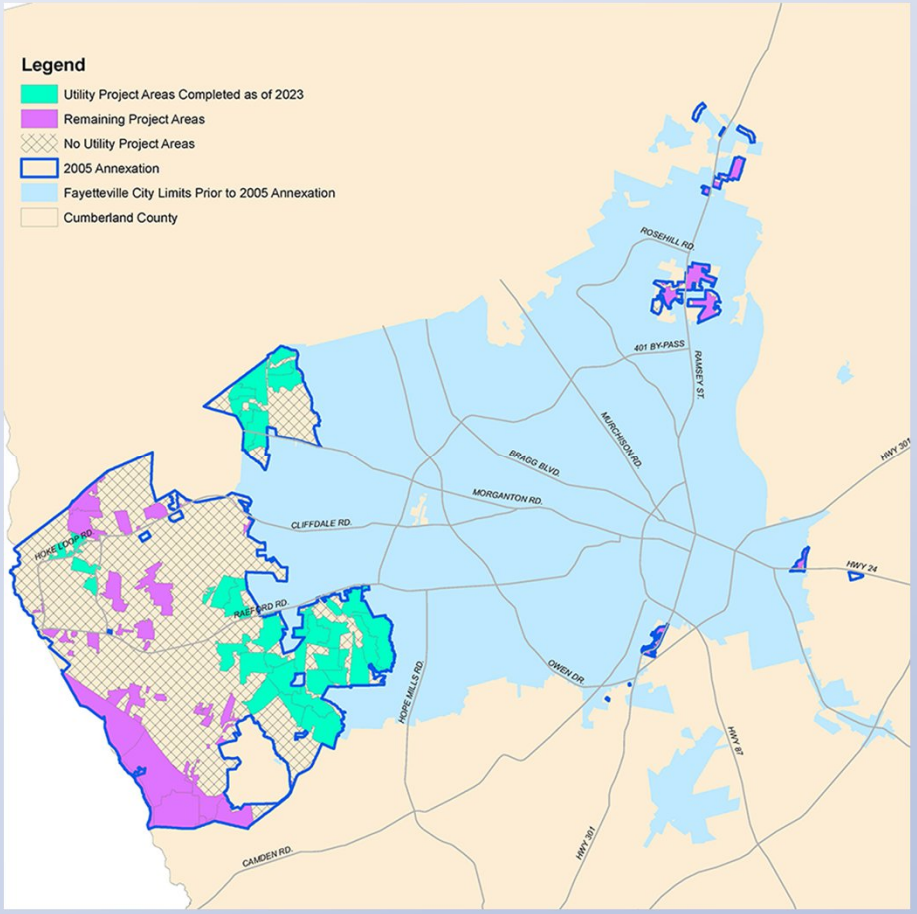
March 23, 2026

Overview

- **Phase V Annexation Information**
- **Project Review**
  - Project Areas
  - Project Events to Date & Upcoming Dates
- **Cost to Property Owners**
- **Financing Options**
- **City Council Next Steps**

Phase V Annexation Timeline

- **2005: Annexation goes into effect**
- **2007: Construction begins**
- **In 18 years:**
  - 25 projects completed
  - 6,214 connections made available
- **2026: Construction ongoing**
  - 9 Project areas in various stages of completion
  - 11 Projects areas in design



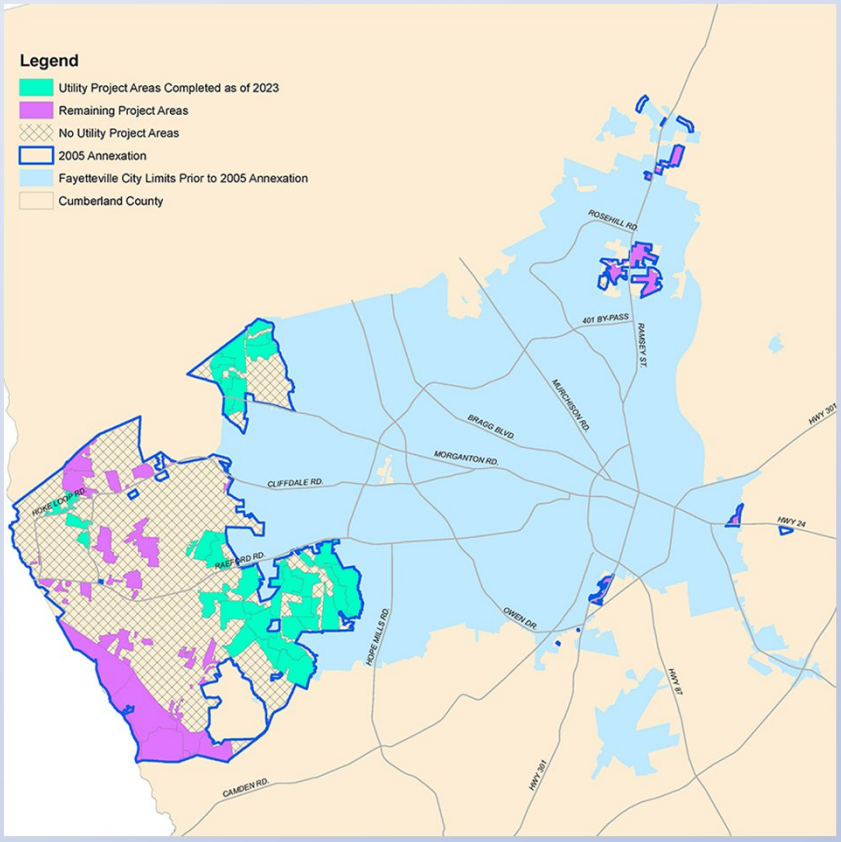
Phase V Annexation Timeline

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6,214 Connections available

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2026 Construction ongoing

2007 Construction begins

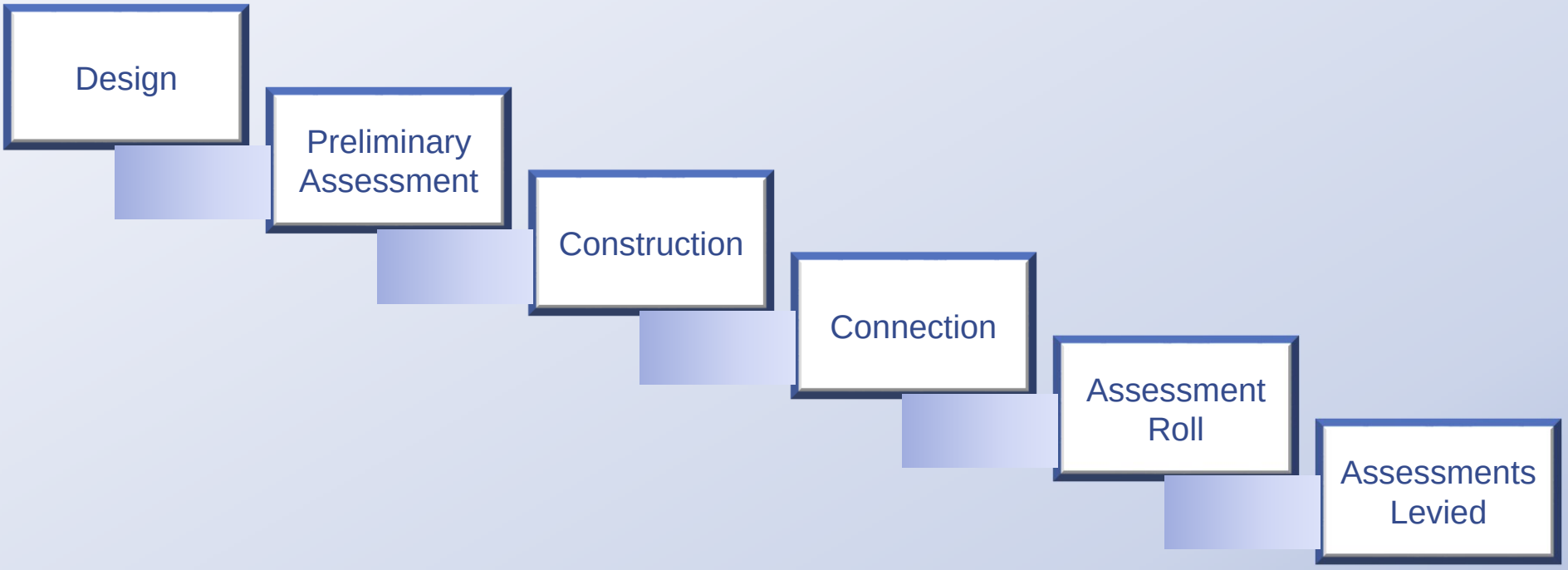


Phase V Annexation Overview

- **Areas Completed to Date: 25**
- **Total Properties Available to Connect: 6,214**

2008 Costs	2025 Costs
• Areas 1A & 2C • 617 properties • $10,726 per property	• Area 32 East Section I • 132 properties • $100,350 per property

Annexation Steps



Phase V Projects Completed

Completed	Location	Completed	Location
Area 1	Brentwood	Area 14	Arran Park, Winter Park
Area 2	LaGrange – Section 2	Area 15	Arran Hills, Hillcrest, Shadowlawn
Area 3	LaGrange – Section 1	Area 16	Hampton Oaks, Southgate
Area 4	Arran Lakes – West	Area 17	Blue Springs Woods, Beacon Hill, Emerald Garden, Hickory Grove
Area 5	Arran Lakes – East	Area 18	Southgate, South Gate Village
Area 6	LaGrange – North & South	Area 19	Arran Lakes West
Area 7	Summerhill	Area 20	Hackney Hills, Lake Point, Robin Hill Estates
Area 8	LaGrange	Area 21	Arran Lakes West
Area 9	Summerhill (North of Dandridge)	Area 22	Arran Lakes West, Emerald Garden
Area 10	Arran Hills (east) & Arran Hills (west)	Area 23	Wells Place, Rayconda
Area 11	Arran Hills (north) & Arran Hills (south)	Area 24A	Cliffdale Estates
Area 12	Arran Lakes West	Area 24B	Village Hills
Area 13	Shenandoah, Shenandoah North	Area 24C	Kings Mill

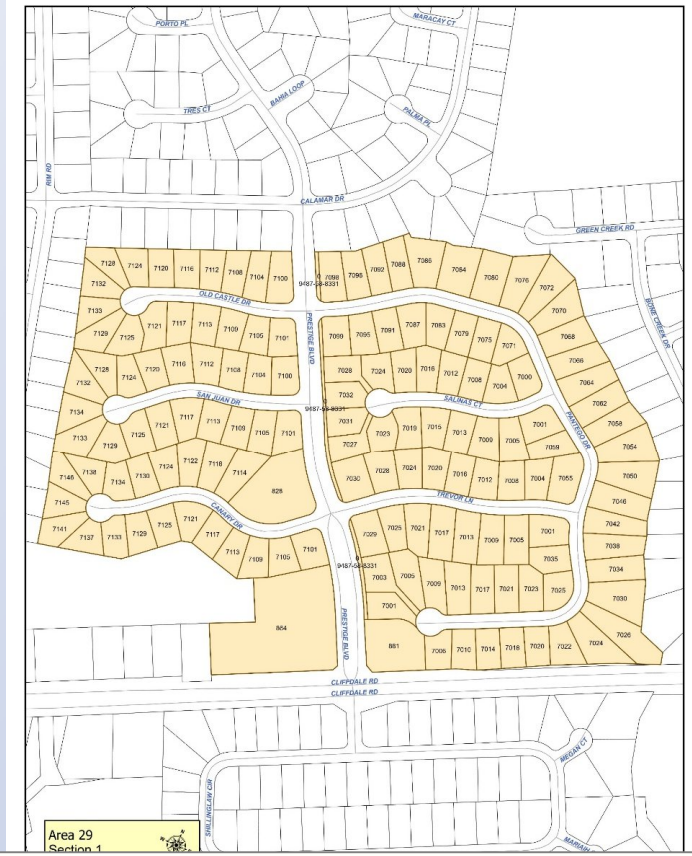
Phase V Projects in Process

Current and Upcoming	Location	Status
Area 26	Cliffdale West, Woodmark	Connection Available
Area 32 East Section I	Wendover Place, Hickory Run, Pine Crest, Pine Ridge Acres	Connection Available
Area 25	Lake Rim Estates	In Construction
Area 27	Cliffdale Forest	In Construction
Area 28	Cliffdale West	Preliminary Assessment
Area 32 East Section II	Stoney Point Road & Dundle Road	Preliminary Assessment
Area 33 North	Raeford Road Estates	Preliminary Assessment

** 11 areas currently in design*

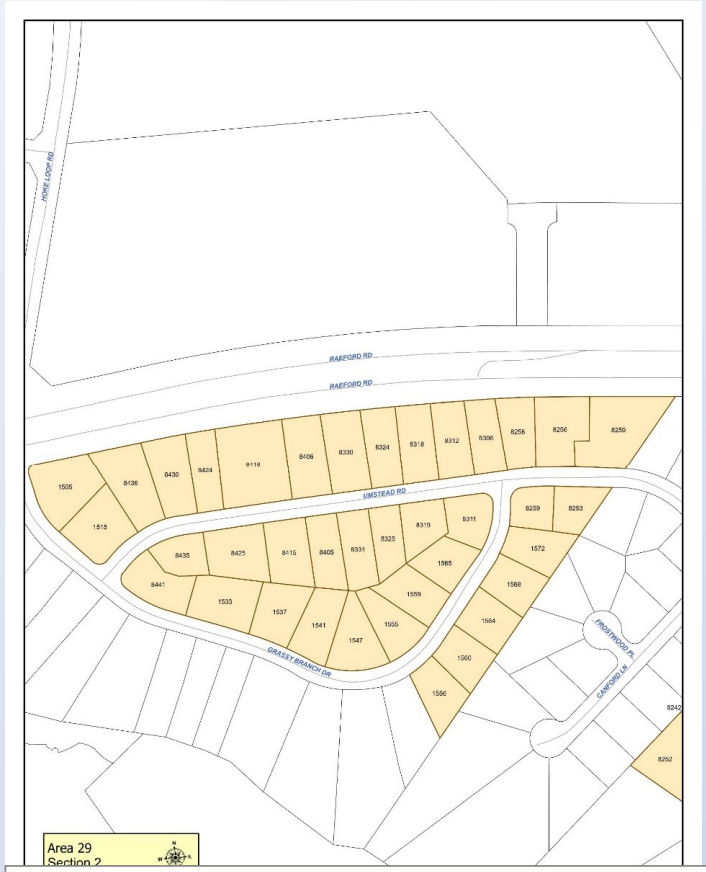
Project Area 29 Overview





Section I: Montibello

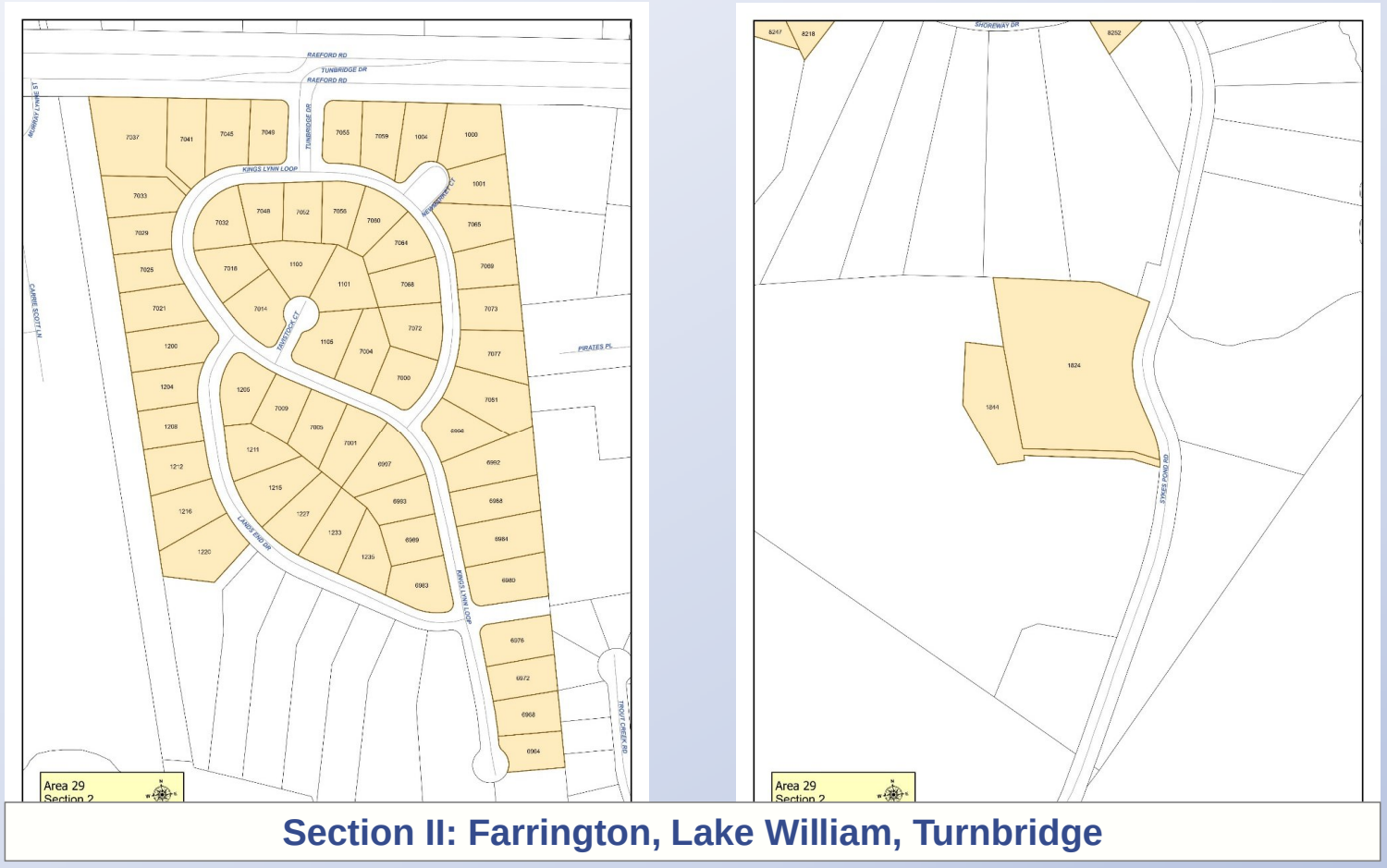
Project Area 29 Overview





Section II: Farrington, Lake William, Turnbridge

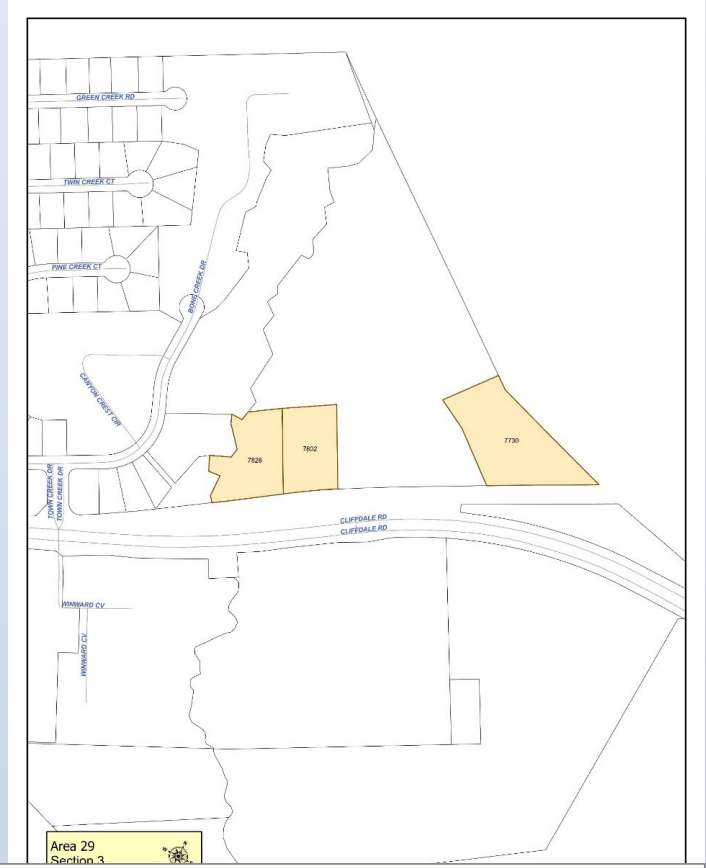
Project Area 29 Overview



Section II: Farrington, Lake William, Turnbridge

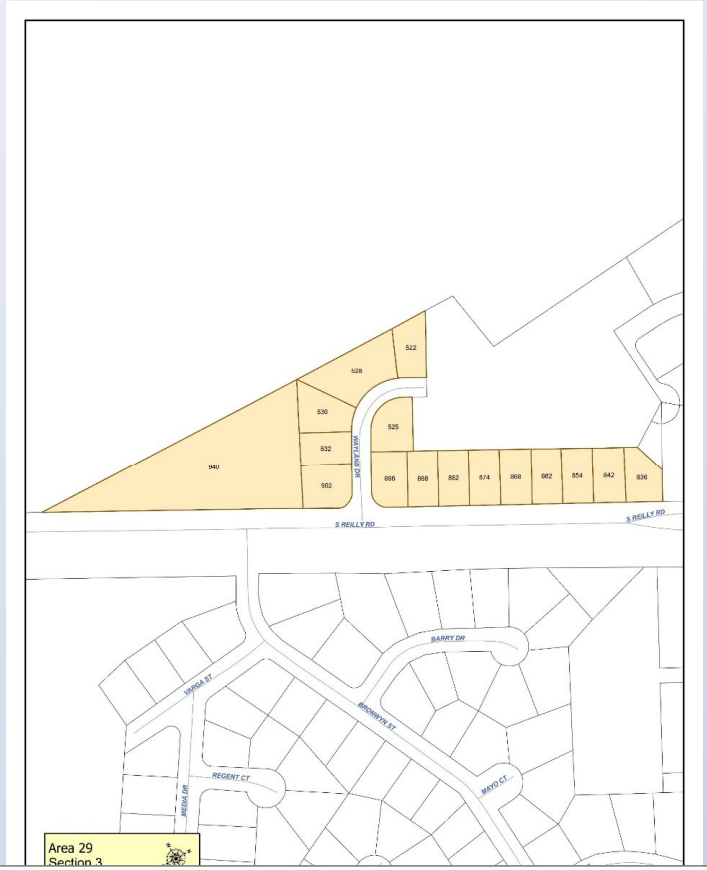
Project Area 29 Overview





Section III: Cliffdale Road, Reilly Road, Hoke Loop Road

Project Area 29 Overview

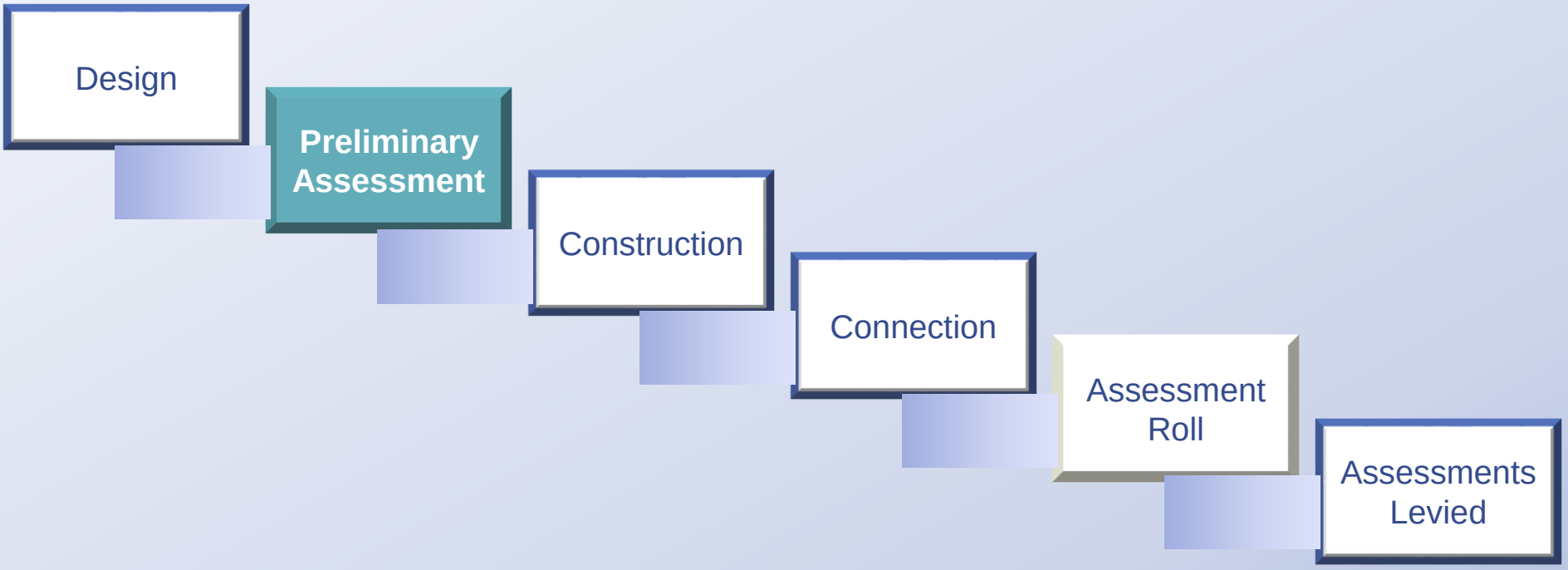


Section III: Cliffdale Road, Reilly Road, Hoke Loop Road

Project 29 Events to Date

- **July 1, 2021 -** Survey & Appraisal Notification Letters Mailed to Property Owners for Area 29 Section I
- **July 15, 2021 -** Survey & Appraisal Notification Letters Mailed to Property Owners for Area 29 Section II and Area 29 Section III

Annexation Steps



Project 29 Upcoming Events

- PWC Advertise Construction Bids
- City Council Approval of Bid Recommendation
- PWC Community Pre-construction Meeting
- PWC Begin Construction
- PWC Complete Construction
- PWC Community Connection Meeting
- City Council Preliminary Assessment Roll & Public Hearing
- City Council Confirm Assessments
- PWC Community Assessment Meeting

Cost to Property Owners

- **Typical cost for single family residential lot is $5,000**
  - All other properties charged a per front foot rate of $55.56 (90’ minimum) plus average lateral charge
- **No payment due until construction is complete and assessment roll is adopted by City Council**

Assessment Payment Options

- **Residents can pay in full (no interest within 51 days)**
- **Financing available to all residents**
  - Up to 10-year term
  - Prime rate + 2% (not to exceed 8%) (Set by City Council)
  - Annual or monthly installments
  - No penalty for early repayment
- **Financial assistance may be available for those that qualify via City of Fayetteville**

City Council Action

- No action is needed tonight
- April 13, 2026 – Request via Consent for Resolution Directing Project be Undertaken

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 29

Lamont Hinson, Community Relations Specialist

March 23, 2026

City of Fayetteville

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

City Council Action Memo

File Number: 26-0193

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 8.03

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

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **March 23, 2026**

RE:
PWC - Phase 5 Annexation Area 30 Public Hearing on the Preliminary Assessment Resolution

COUNCIL DISTRICT(S):
1, 2, 3

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Holding a Public Hearing to receive public comment for the annexation area is part of the statutory requirement process.

Background:
City Council approved the Preliminary Assessment Resolution in their meeting on February 9, 2026 for Area 30 of the Phase 5 Annexation. The Resolution set the date of the Public Hearing for Monday, March 23, 2026 to hear public comment.

A notice was published in the Fayetteville Observer on March 12, 2026 informing the property owners of the Public Hearing date. After the Public Hearing, the next step in the process is to approve the Resolution Directing Project be Undertaken. This item will be scheduled for April 13, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:

Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of receiving public comment regarding the Preliminary Assessment Resolution.

Attachments:

PowerPoint Presentation - Phase V Annexation Utility Improvement Project Area 30

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 30

Lamont Hinson, Community Relations Specialist

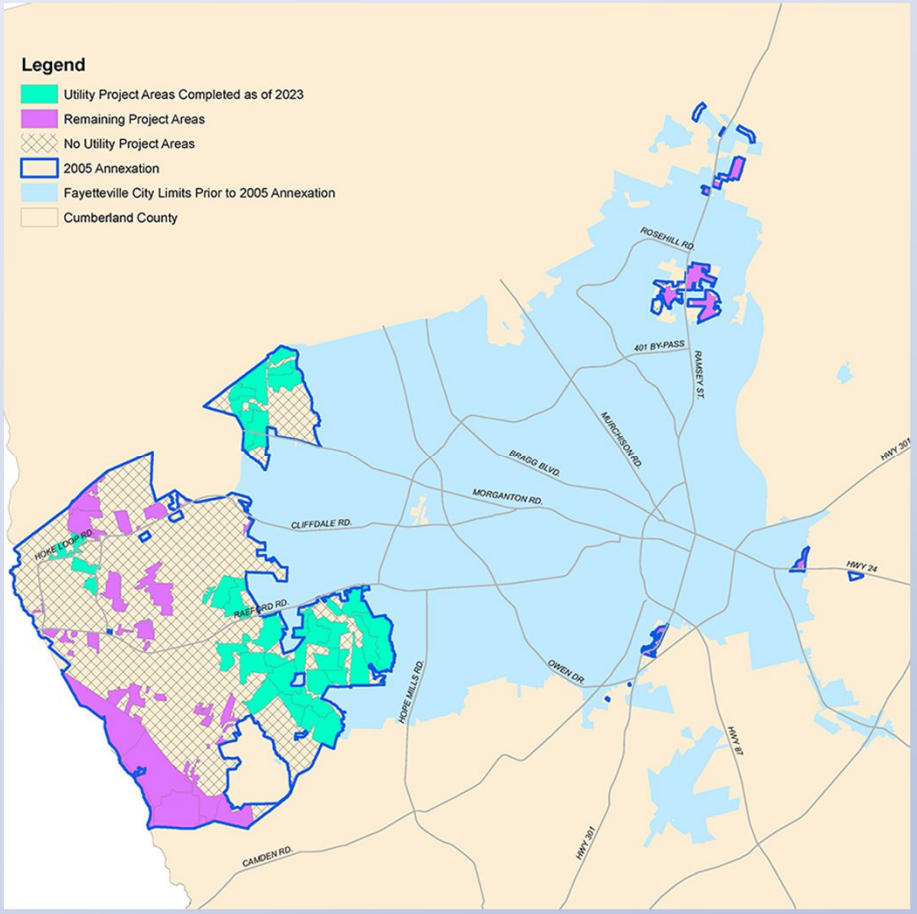
March 23, 2026

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- **Financing Options**
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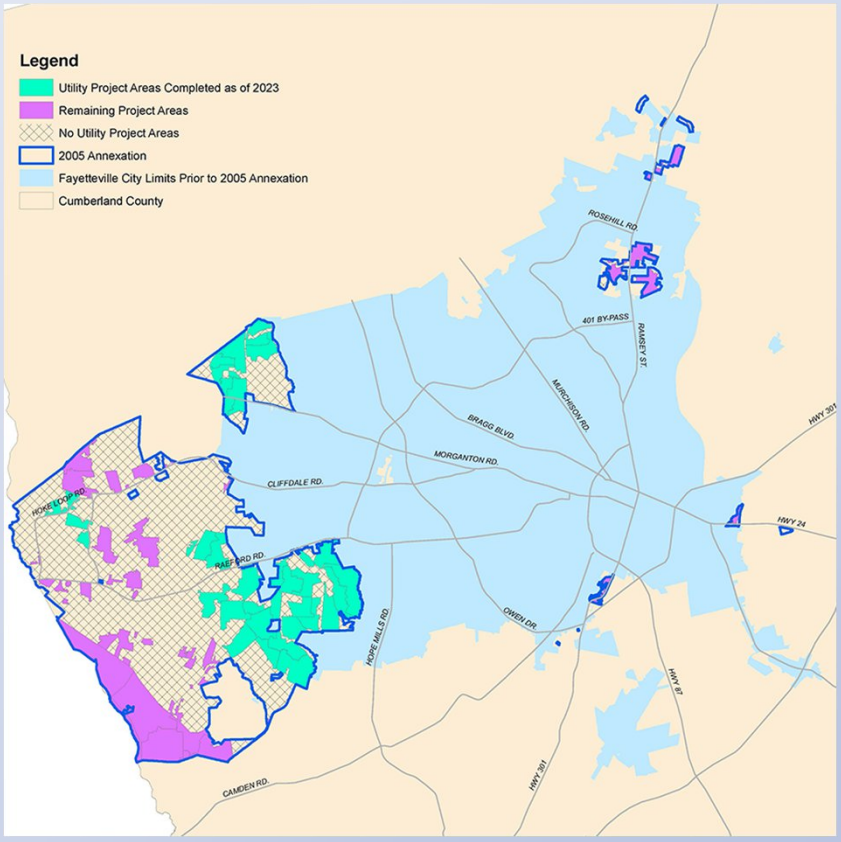
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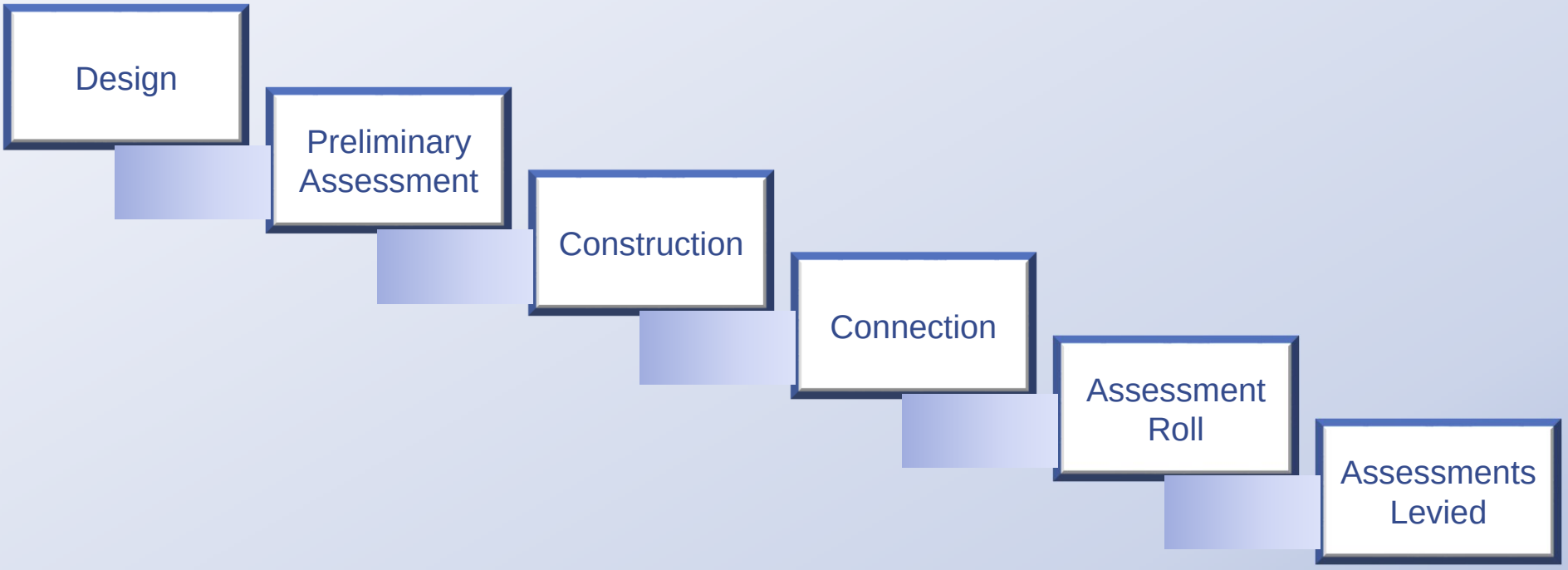


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Annexation Steps



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Project Area 30 Overview



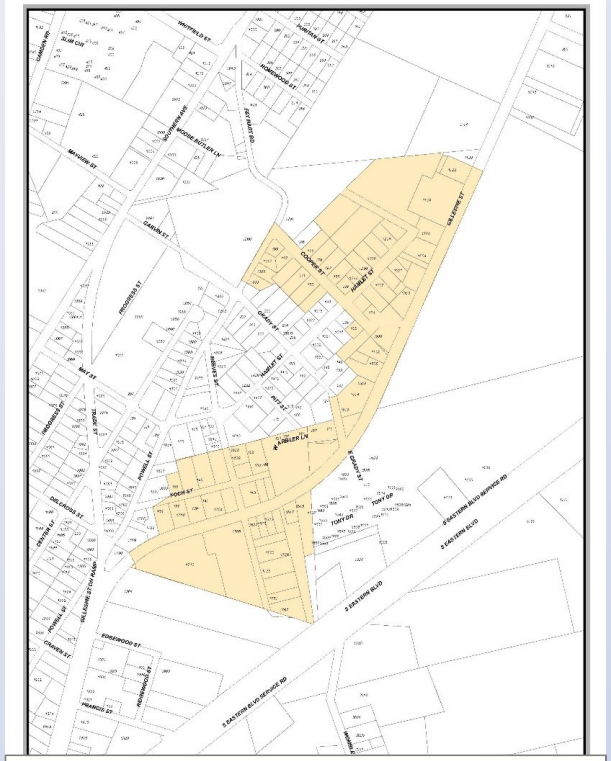
Section I: Green Briar Lake, McArthur Road, and Ramsey Street

Project Area 30 Overview



Section II: Carver Falls, Cedar Falls, and Ramsey Street

Project Area 30 Overview

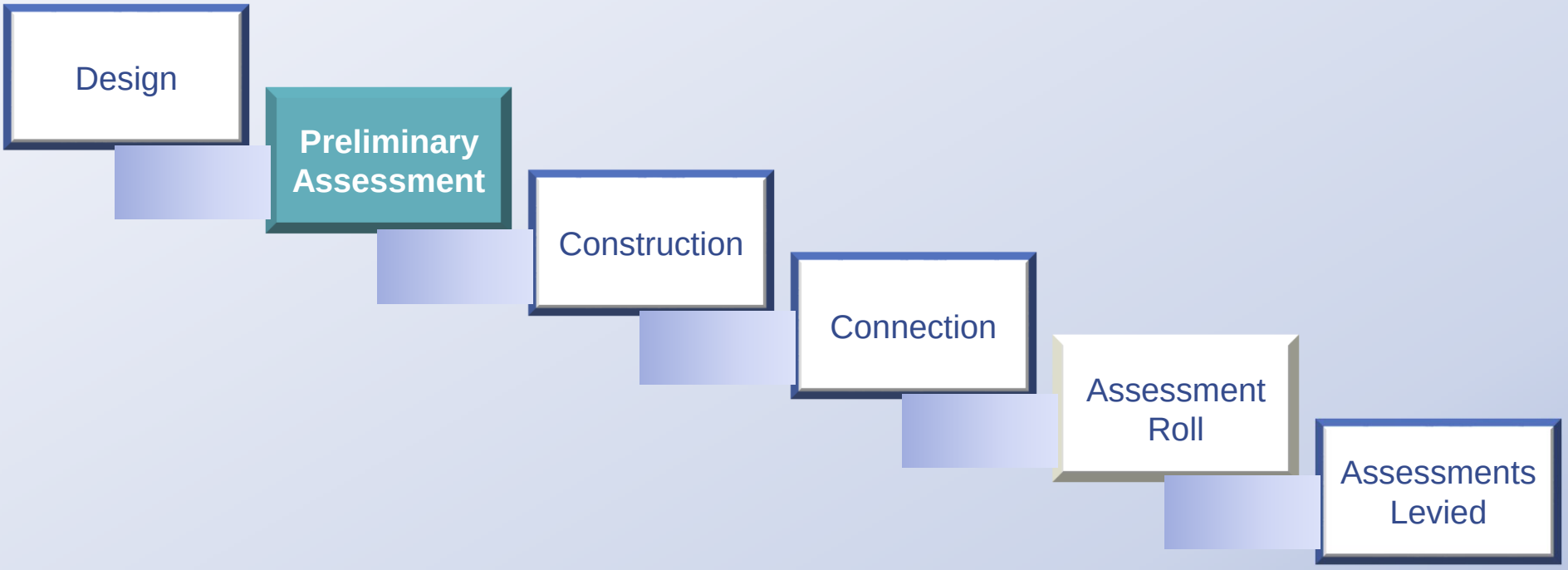


Section III: Gillespie Street

Project 30 Events to Date

- February 10, 2023 - Survey & Appraisal Notification Letters Mailed to Property Owners for Area 30 Sections I and II
- February 21, 2023 - Survey & Appraisal Notification Letters Mailed to Property Owners for Area 30 Section III

Annexation Steps



Project 30 Upcoming Events

- PWC Advertise Construction Bids
- City Council Approval of Bid Recommendation
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- PWC Complete Construction
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  - Up to 10-year term
  - Prime rate + 2% (not to exceed 8%) (Set by City Council)
  - Annual or monthly installments
  - No penalty for early repayment
- **Financial assistance may be available for those that qualify via City of Fayetteville**

City Council Action

- No action is needed tonight
- April 13, 2026 – Request via Consent for Resolution Directing Project be Undertaken

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 30

Lamont Hinson, Community Relations Specialist

March 23, 2026

CERTIFICATE OF MAILING OF PRELIMINARY ASSESSMENT RESOLUTION
Phase V Annexation, Area 30

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FAYETTEVILLE:

I, Levita Jacob, do hereby certify that copies of the Preliminary Assessment Resolution providing for the proposed extension of its sanitary sewer collection system in all or a portion of Carvers Falls Road, Cooper Street, Crystal Drive, Foch Street, Gillespie Street, Hamlet Street, Jenson Court, Kitimat Court, Lakeside Drive, Lamar Road, McArthur Road, Meadowcroft Drive, Oakmont Circle, Oates Drive, Ramsey Street, Reeves Street, Riverdell Drive, Rosamond Drive, Warbler Lane, West Summerchase Drive, and Zepher Road in Area 30 adopted on the 9th day of February, 2026 were mailed by first class mail on the 6th day of March, 2026 to the owners of all real property subject to assessment should the project be undertaken.

IN WITNESS WHEREOF, I have hereunto signed and sealed this instrument,

Levita Jacob
Signature

March 6, 2026
Date

NORTH CAROLINA -- CUMBERLAND COUNTY

I, Siobiah Houge, a Notary Public of said County and State, certify that Levita Jacob came before me this day and acknowledged that she accomplished the mailing in compliance with North Carolina GS 160A-224.

Witness my hand and Notarial Seal, this the 6 day of March, 2026.

My Commission expires: 10/22/27

Siobiah Houge
Notary Public

SIOBIAH HOUGE NOTARY PUBLIC CUMBERLAND COUNTY, NC

City of Fayetteville

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

City Council Action Memo

File Number: 26-0194

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Public Hearing (Public & Legislative)

Agenda Number: 8.04

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

THRU: **Timothy L. Bryant, PWC CEO/General Manager**
Fayetteville Public Works Commission

FROM: **Fayetteville Public Works Commission**

DATE: **March 23, 2026**

RE:
PWC - Phase 5 Annexation Area 31 Public Hearing on the Preliminary Assessment Resolution

COUNCIL DISTRICT(S):
1, 2

Relationship To Strategic Plan:
High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:
Holding a Public Hearing to receive public comment for the annexation area is part of the statutory requirement process.

Background:
City Council approved the Preliminary Assessment Resolution in their meeting on February 9, 2026 for Area 31 of the Phase 5 Annexation. The Resolution set the date of the Public Hearing for Monday, March 23, 2026 to hear public comment.

A notice was published in the Fayetteville Observer on March 12, 2026 informing the property owners of the Public Hearing date. After the Public Hearing, the next step in the process is to approve the Resolution Directing Project be Undertaken. This item will be scheduled for April 13, 2026.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
N/A

Recommended Action:

Staff recommends Council hold the Public Hearing on March 23, 2026 for the purpose of receiving public comment regarding the Preliminary Assessment Resolution.

Attachments:

PowerPoint Presentation - Phase V Annexation Utility Improvement Project Area 31

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 31

Lamont Hinson, Community Relations Specialist

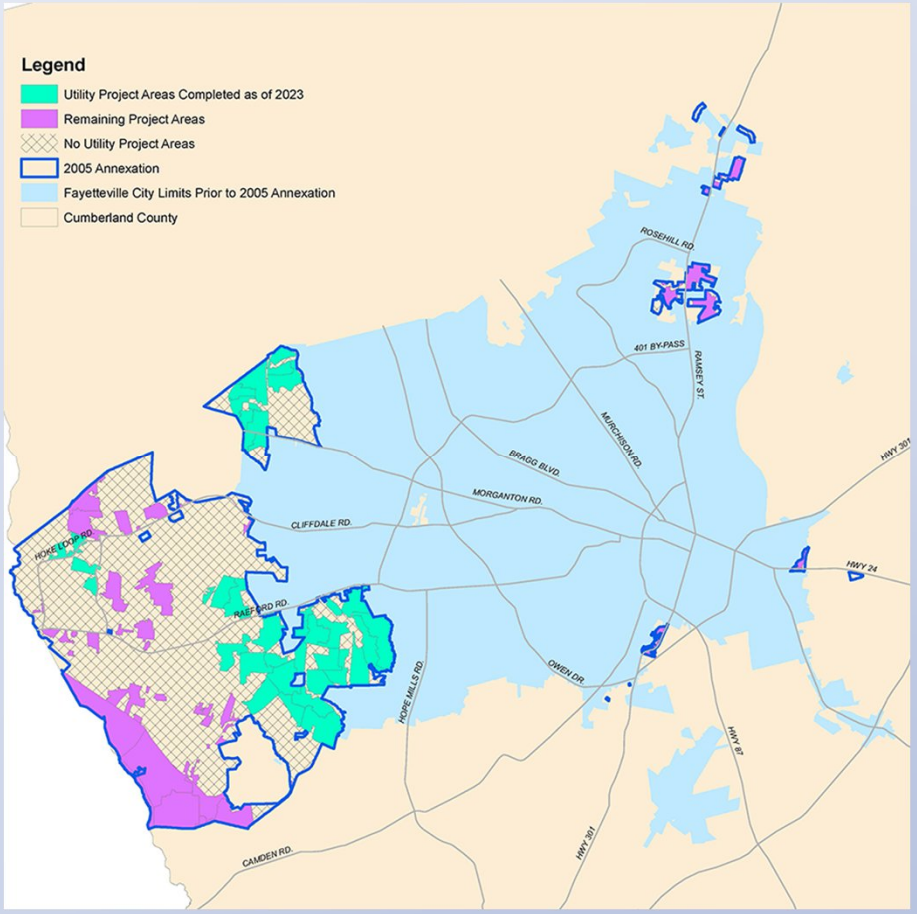
March 23, 2026

Overview

- **Phase V Annexation Information**
- **Project Review**
  - Project Areas
  - Project Events to Date & Upcoming Dates
- **Cost to Property Owners**
- **Financing Options**
- **City Council Next Steps**

Phase V Annexation Timeline

- **2005: Annexation goes into effect**
- **2007: Construction begins**
- **In 18 years:**
  - 25 projects completed
  - 6,214 connections made available
- **2026: Construction ongoing**
  - 9 Project areas in various stages of completion
  - 11 Projects areas in design



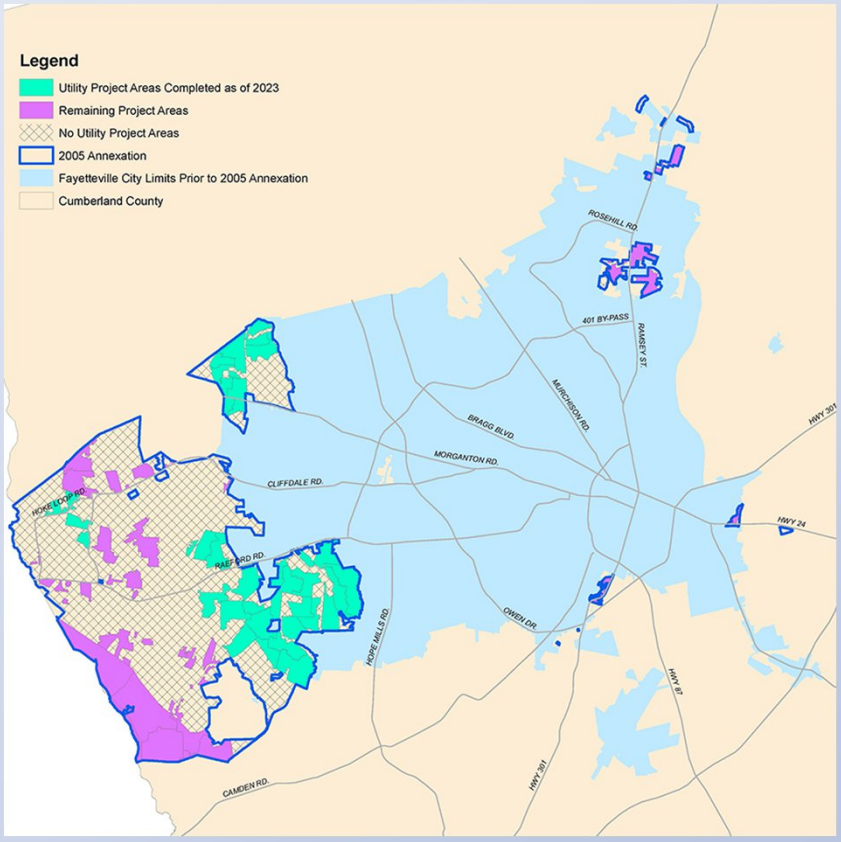
Phase V Annexation Timeline

25 Projects Completed
6,214 Connections available

2005 Annexation goes into effect

2026 Construction ongoing

2007 Construction begins

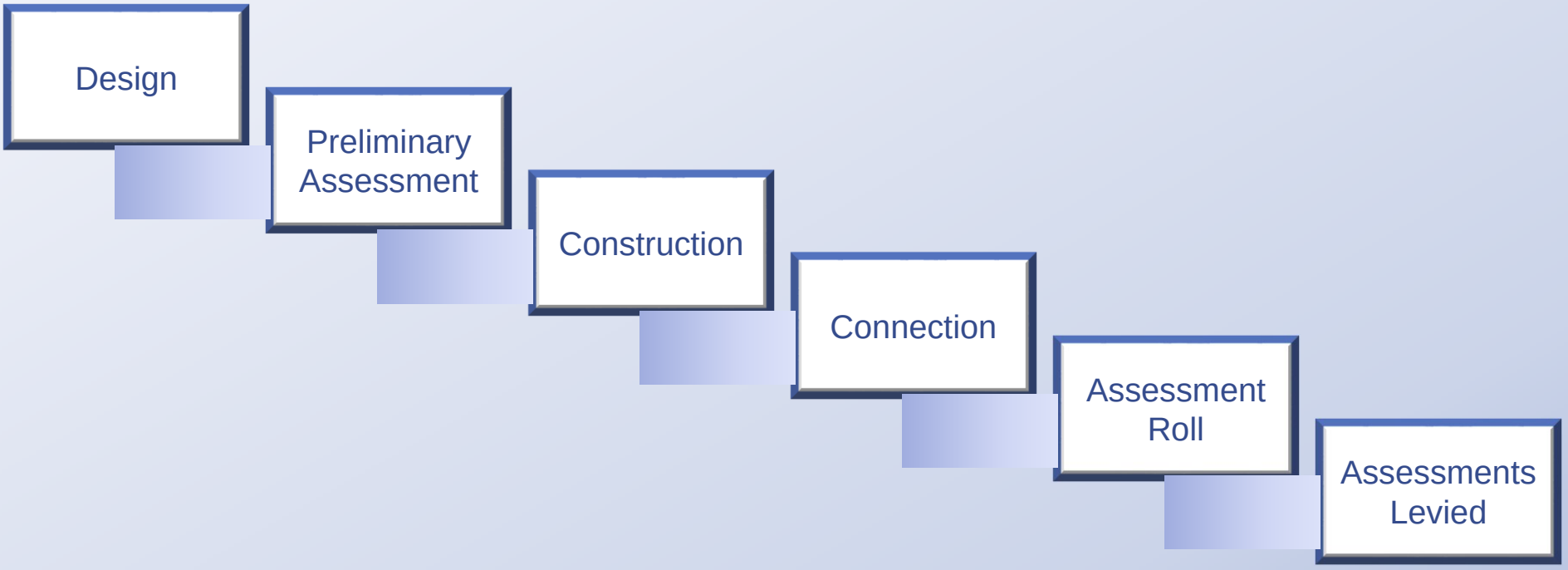


Phase V Annexation Overview

- **Areas Completed to Date: 25**
- **Total Properties Available to Connect: 6,214**

2008 Costs	2025 Costs
• Areas 1A & 2C • 617 properties • $10,726 per property	• Area 32 East Section I • 132 properties • $100,350 per property

Annexation Steps



Phase V Projects Completed

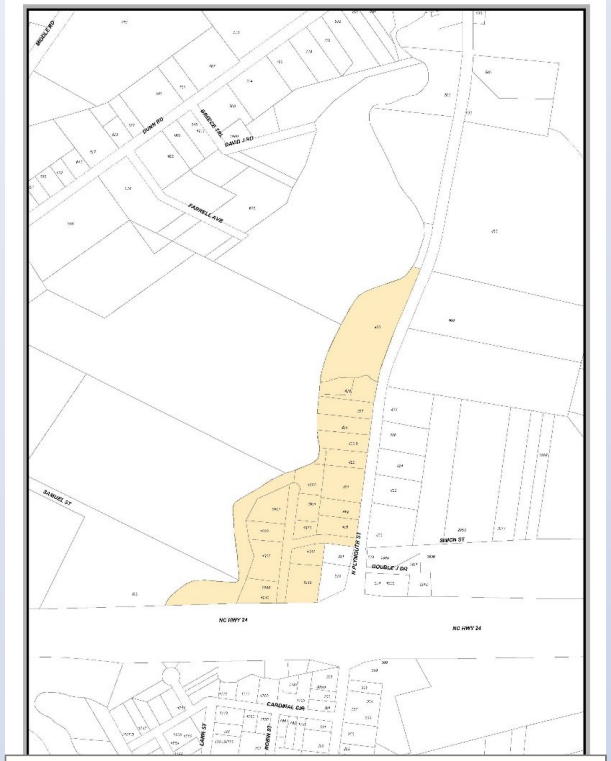
Completed	Location	Completed	Location
Area 1	Brentwood	Area 14	Arran Park, Winter Park
Area 2	LaGrange – Section 2	Area 15	Arran Hills, Hillcrest, Shadowlawn
Area 3	LaGrange – Section 1	Area 16	Hampton Oaks, Southgate
Area 4	Arran Lakes – West	Area 17	Blue Springs Woods, Beacon Hill, Emerald Garden, Hickory Grove
Area 5	Arran Lakes – East	Area 18	Southgate, South Gate Village
Area 6	LaGrange – North & South	Area 19	Arran Lakes West
Area 7	Summerhill	Area 20	Hackney Hills, Lake Point, Robin Hill Estates
Area 8	LaGrange	Area 21	Arran Lakes West
Area 9	Summerhill (North of Dandridge)	Area 22	Arran Lakes West, Emerald Garden
Area 10	Arran Hills (east) & Arran Hills (west)	Area 23	Wells Place, Rayconda
Area 11	Arran Hills (north) & Arran Hills (south)	Area 24A	Cliffdale Estates
Area 12	Arran Lakes West	Area 24B	Village Hills
Area 13	Shenandoah, Shenandoah North	Area 24C	Kings Mill

Phase V Projects in Process

Current and Upcoming	Location	Status
Area 26	Cliffdale West, Woodmark	Connection Available
Area 32 East Section I	Wendover Place, Hickory Run, Pine Crest, Pine Ridge Acres	Connection Available
Area 25	Lake Rim Estates	In Construction
Area 27	Cliffdale Forest	In Construction
Area 28	Cliffdale West	Preliminary Assessment
Area 32 East Section II	Stoney Point Road & Dundle Road	Preliminary Assessment
Area 33 North	Raeford Road Estates	Preliminary Assessment

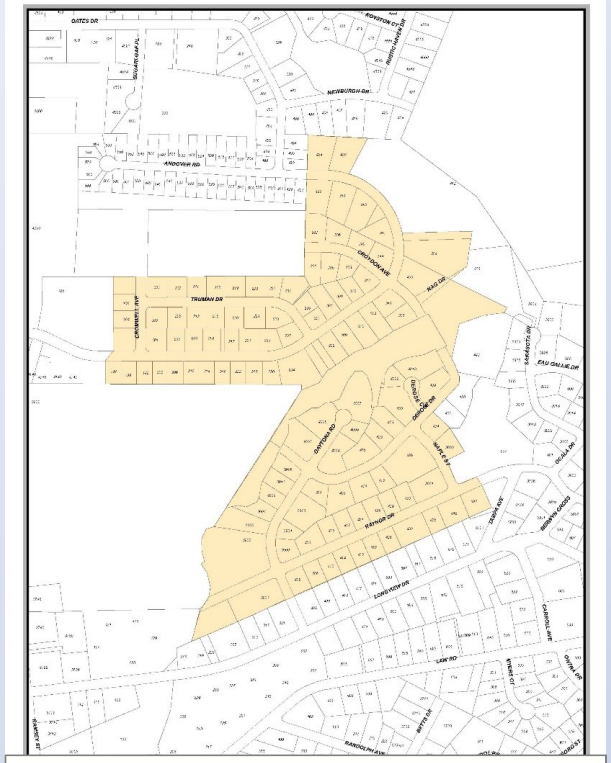
** 11 areas currently in design*

Project Area 31 Overview



Section I: North Plymouth Street

Project Area 31 Overview

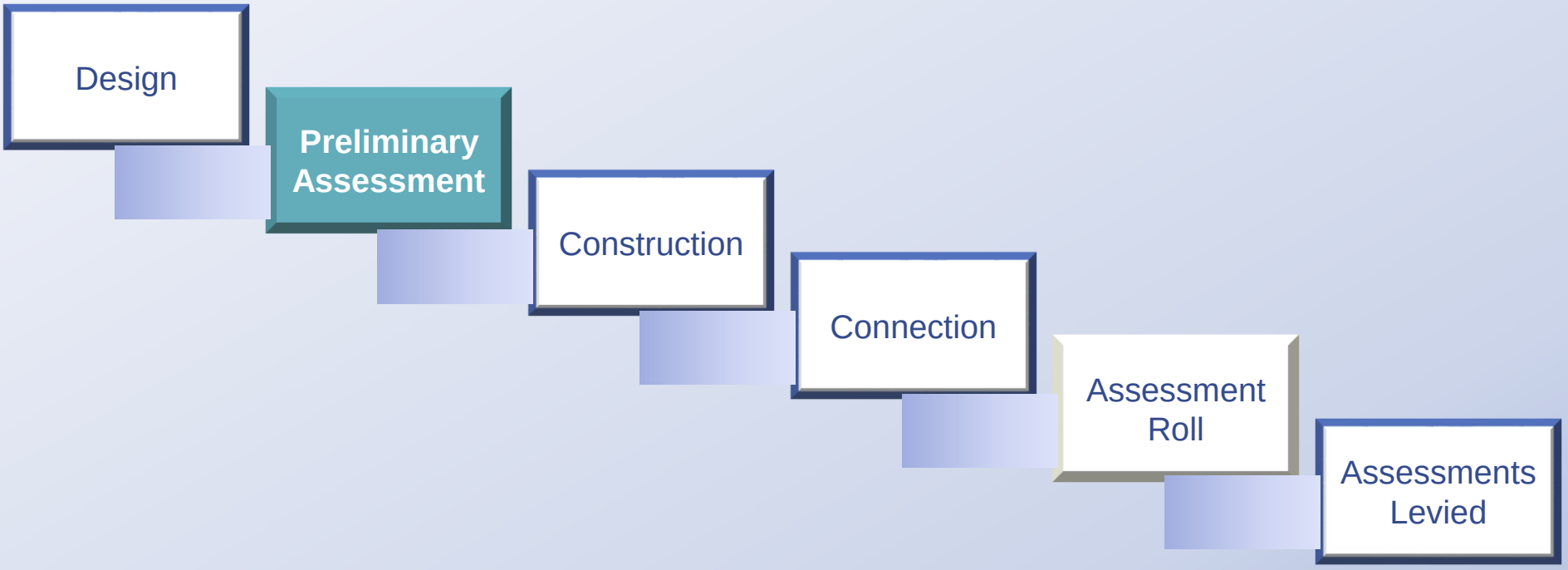


Section II: Raynor Drive and Northwood Estates

Project 31 Events to Date

- **August 9, 2024 - Survey & Appraisal Notification Letters Mailed to Property Owners for Area 31 Sections I and II**

Annexation Steps



Project 31 Upcoming Events

- PWC Advertise Construction Bids
- City Council Approval of Bid Recommendation
- PWC Community Pre-construction Meeting
- PWC Begin Construction
- PWC Complete Construction
- PWC Community Connection Meeting
- City Council Preliminary Assessment Roll & Public Hearing
- City Council Confirm Assessments
- PWC Community Assessment Meeting

Cost to Property Owners

- **Typical cost for single family residential lot is $5,000**
  - All other properties charged a per front foot rate of $55.56 (90’ minimum) plus average lateral charge
- **No payment due until construction is complete and assessment roll is adopted by City Council**

Assessment Payment Options

- **Residents can pay in full (no interest within 51 days)**
- **Financing available to all residents**
  - Up to 10-year term
  - Prime rate + 2% (not to exceed 8%) (Set by City Council)
  - Annual or monthly installments
  - No penalty for early repayment
- **Financial assistance may be available for those that qualify via City of Fayetteville**

City Council Action

- No action is needed tonight
- April 13, 2026 – Request via Consent for Resolution Directing Project be Undertaken

Phase V Annexation Public Hearing

Preliminary Assessment

Project Area 31

Lamont Hinson, Community Relations Specialist

March 23, 2026

CERTIFICATE OF MAILING OF PRELIMINARY ASSESSMENT RESOLUTION
Phase V Annexation, Area 31

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FAYETTEVILLE:

I, Levita Jacob, do hereby certify that copies of the Preliminary Assessment Resolution providing for the proposed extension of its sanitary sewer collection system in all or a portion of Andover Road, Cromwell Avenue, Croydon Avenue, Daytona Road, Derose Court, Derose Drive, Nag Drive, Naple Street, North Plymouth Street, Raynor Drive, Simon Street and Truman Drive in Area 31 adopted on the 9th day of February, 2026 were mailed by first class mail on the 6th day of March, 2026 to the owners of all real property subject to assessment should the project be undertaken.

IN WITNESS WHEREOF, I have hereunto signed and sealed this instrument,

Levita Jacob
Signature

March 6, 2026
Date

NORTH CAROLINA -- CUMBERLAND COUNTY

I, Siobiah Houge, a Notary Public of said County and State, certify that Levita Jacob came before me this day and acknowledged that she accomplished the mailing in compliance with North Carolina GS 160A-224.

Witness my hand and Notarial Seal, this the 6 day of March, 2026.

My Commission expires: 10/22/27

Siobiah Houge
Notary Public

SIOBIAH HOUGE NOTARY PUBLIC CUMBERLAND COUNTY, NC

City of Fayetteville

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

City Council Action Memo

File Number: 26-0197

Agenda Date: 3/23/2026 **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: **Jodi Phelps, Assistant City Manager**

FROM: **Robert Van Geons, FCEDC President & CEO**

DATE: **March 23, 2026**

RE:
Receive the Annual Report from Fayetteville-Cumberland Economic Development Corporation

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal II: Enhance economic growth throughout the City

Executive Summary:
The Fayetteville Cumberland Economic Development Corporation will present an update on the initiatives and progress of the FCEDC Board. The City of Fayetteville has four voting members on the Board, the Mayor and three residents appointed by Council. The City Manager serves as one of three Ex-Officio members.

Background:
The Fayetteville Cumberland Economic Development Corporation is a public-private partnership designed to enhance job growth and prosperity across our community.

Issues/Analysis:
N/A

Budget Impact:
N/A

Options:
1. Accept FCEDC Annual Report
2. Do Not Accept FCEDC Annual Report

Recommended Action:
Accept FCEDC Annual Report

Attachments:
FCEDC PowerPoint

FIND A WAY

CARE FOR ONE ANOTHER

PROTECT THE WORLD

ALWAYS GO FURTHER

CAN DO CAROLINA

FCEDC
FAYETTEVILLE /CUMBERLAND CO.
ECONOMIC DEVELOPMENT
CAN DO CAROLINA

Who We Are

FCEDC is a 501c6 public-private partnership designed to enhance job growth and prosperity across our community by attracting new investment, while expanding existing industry. Our team works to help strengthen our economy and diversify our community's tax base. We identify and prepare properties for expedited development and support existing companies by facilitating expansions and connecting them with resources.

www.fcedc.com | (910) 500-6464 | info@fcedc.com



Board of Directors

Our Board is comprised of 10 Voting and 3 Ex-Officio Members. Directors are appointed by the Cumberland County Board of Commissioners, the Fayetteville City Council, and the Community Development Foundation.



Kathryn Cox
Chair



Timothy Bryant
Vice-Chair



Bill Hedgepeth
Treasurer



Carl Manning
Secretary



Chairman Kirk deViere



BG (ret.) Ferd Irizarry



Dr. Brian Krakover



Josh Choi



Kristie Allen



Mayor Mitch Colvin



Dr. Doug Hewett
ex-officio



Clarence Grier
ex-officio



Dr. Mark Sorrells
ex-officio

Primary Activities

- Supporting & Growing Existing Businesses
- Recruiting New Private Sector Employers
- Identifying and facilitating new Real Estate Development
- Marketing our community to Business Decision Makers
- Maintaining Database of Available Industrial, Office and Commercial Properties
- Provide customized research and data to elected officials, clients, and community partners
- Assist municipalities in achieving their development goals
- Share potential funding and grant resources with businesses and partners
- Collaborate with allies to advance community goals
- Special Projects & Initiatives

Our Value Proposition

#6
Largest City & County in the Carolinas

1.5M
People Within a 60-min Drive

$2.4B
In Federal Prime Contracts

31 yrs.
Median Age

130k+
County Civilian Labor Force

5,000+
Active Job Seekers in the County

7,000+
Soldiers Transitioning into the Workforce Each Year

80k+
Veterans & Military Spouses

#37
Most Diverse City in America

85+
Native Languages Spoken

38k+
Students Enrolled in Local Colleges & Universities

300k+
Attendees Each Year at Our Local Festivals

500+
Restaurants, Breweries, Coffee Shops



Vibrant Downtown with shops, restaurants, and events
Credit: Cool Spring Downtown District


Thriving business climate for manufacturing, distribution, and tech


Home of Fayetteville Woodpeckers Baseball (Houston Astros Affiliate)


Gateway to Fort Bragg, the world's most populated military installation

What We Do

- **Secure Jobs & Investment**

Since January 2017: **$1.38B INVESTMENT** **5,000+ NEW JOBS**

- **Support Existing Industry**

Expansions



Booz Allen Hamilton
Joint Tech Acceleration Facility
Ribbon Cutting

Local & State Grants



Phillip's Towing Services, Inc.
$120,000 Building Reuse Grant

Networking & Collaboration



Transportation & Logistics
Quarterly Meetings

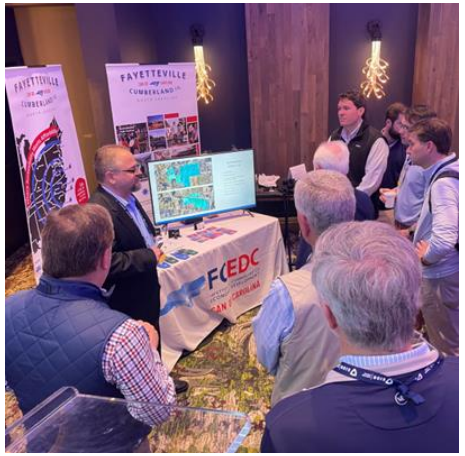
What We Do

- **Market Fayetteville's Skilled Workforce, Quality of Life, and Premier Location**






Through Domestic and International Events



Society for Industrial and Office Realtors Conference



SelectUSA Investment Summit



IEDC Leadership & Annual Conferences



Trade Dept. Roadshow - Netherlands and Belgium

Projects Announced



Project Aero
300+ Jobs
$867M Investment



Amazon: Opened July 2024
1,000+ Jobs
$125M Investment



Myron Promos
$50 Jobs
1.5M Investment



NVR: Opened June 2024
150+ Jobs
$25M Investment



Rollease Acmeda
50 jobs
$2.2M Investment



Yeadon Domes
72 jobs
$4.6M Investment

FCEDC PROJECT OVERVIEW

FAYETTEVILLE /CUMBERLAND CO. ECONOMIC DEVELOPMENT

March 2026

87
TOTAL ACTIVE PROJECTS

13
PROJECTS GENERATED since February 1, 2026

3
New Client Visits since February 1, 2026

4
Total Client Visits since February 1, 2026

7
New Client Visits Year to Date

10
Total Client Visits Year to Date

Project Announcements Since Jan. 1, 2017

$1,384,600,000

5,122 Jobs

Amazon
Booz Allen Hamilton
CACI
Cambridge Lee Industries, LLC
Campbell Soup (NFI)
Cargill
ChenMed
D-Bat
eClerx
Fort Bragg Research Institute
Goodyear
Horne Brothers Construction, Inc.
Le Bleu Central Distributors
Metronet
NVR, Inc.
Phillip's Towing Service
Plateau Group
Project Aero
Rollease Acmeda
STS of Fayetteville
Wahconah Tactical
We Pack
Yeadon Domes

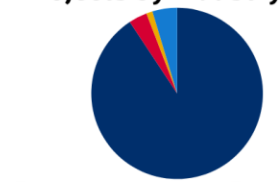
Project Origin

31 Domestic

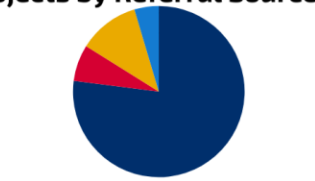
36 International

20 Unknown

Projects by Industry Sector



Projects by Referral Source



28
Projects Generated in 2026

150
Projects Generated in 2025

PROJECT STATS

$			
775 mil	268	127	245k
Avg. Cap-X per project	Avg. Jobs per project	Avg. AC per project	Avg. SF per project

FCEDC LABOR OVERVIEW

FAYETTEVILLE /CUMBERLAND CO. ECONOMIC DEVELOPMENT

March 2026

Cumberland County

Civilian Labor Force		Unemployment Rate	
130,027	131,977	4.3%	4.2%
Dec 2025	Dec 2024	Dec 2025	Dec 2024

State of North Carolina

Unemployment Total		Unemployment Rate	
204,751		3.9%	3.7%
Dec 2025		Dec 2025	Dec 2024

Civilian Labor Force: The number of people who are working or actively seeking employment

Total Employment: The number of people who are employed

Unemployment Rate: The number of unemployed people as a percentage of labor force

Metro MSA Total Employment

755 more people working in December, 2025 than in the previous month

2,339 less people working in December, 2025 than in the same period one year ago

143,932

MID-CAROLINA WORKFORCE REGION

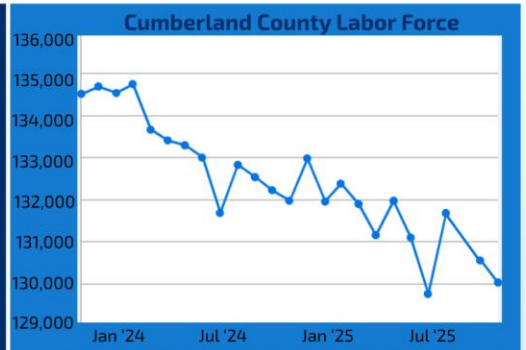
Cumberland, Harnett, Montgomery, Moore, and Sampson Counties

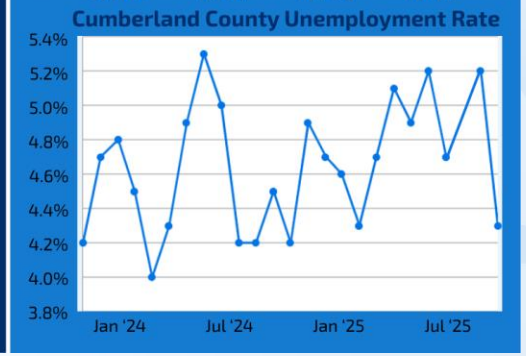
Total Employment

256,784

Civilian Labor Force

267,275	268,828
Dec 2025	Dec 2024





Special Projects & Strategic Initiatives

➢ Next Generation Workforce Initiative

- Conducted Interviews & Focus Groups
- Presented Initial Findings



- Coordinated Research Trips

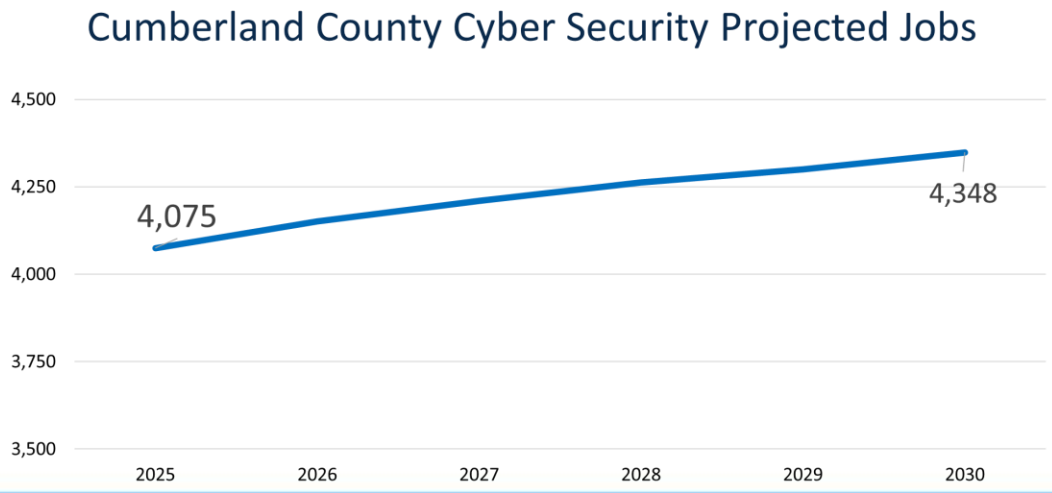


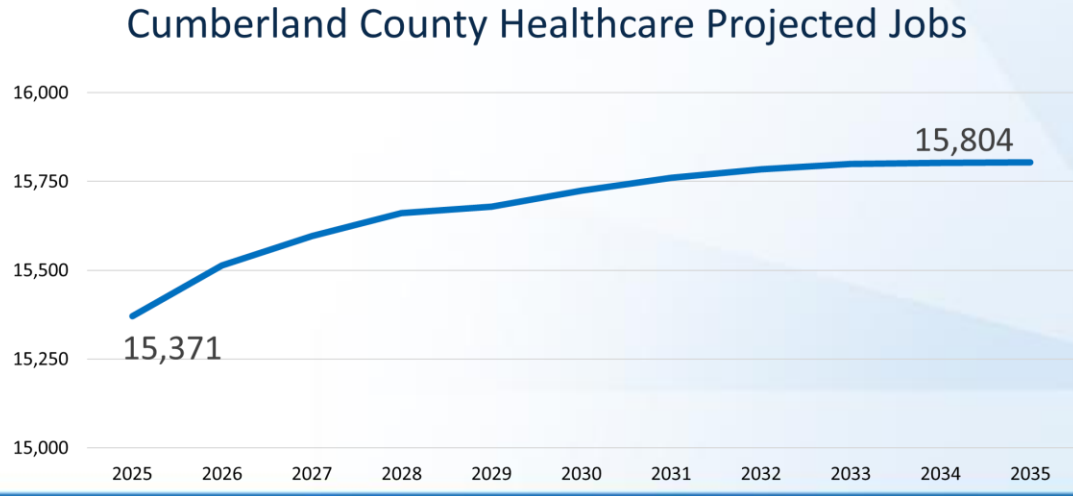
Alabama School of Cyber Technology and Engineering

- Held Stakeholder Meetings


Research Triangle Park

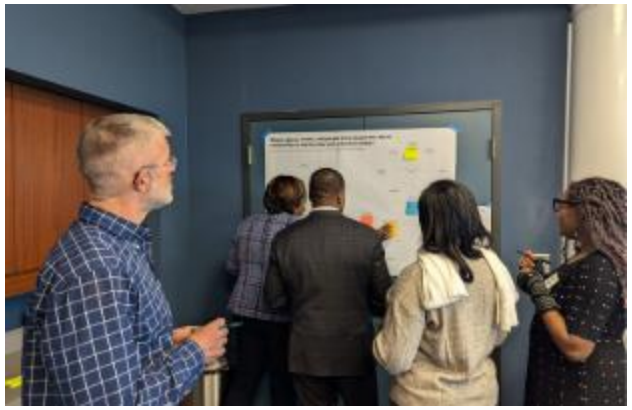
- Identified Two Career Paths





Special Projects & Strategic Initiatives

- **Facilitated Black Voices Museum Community Input & Planning Process**







- **Launched Can Do Performance Financing Program**
  - **Awarded initial applicants**



  - **Hosted Information Sessions for Round 2 Applicants**

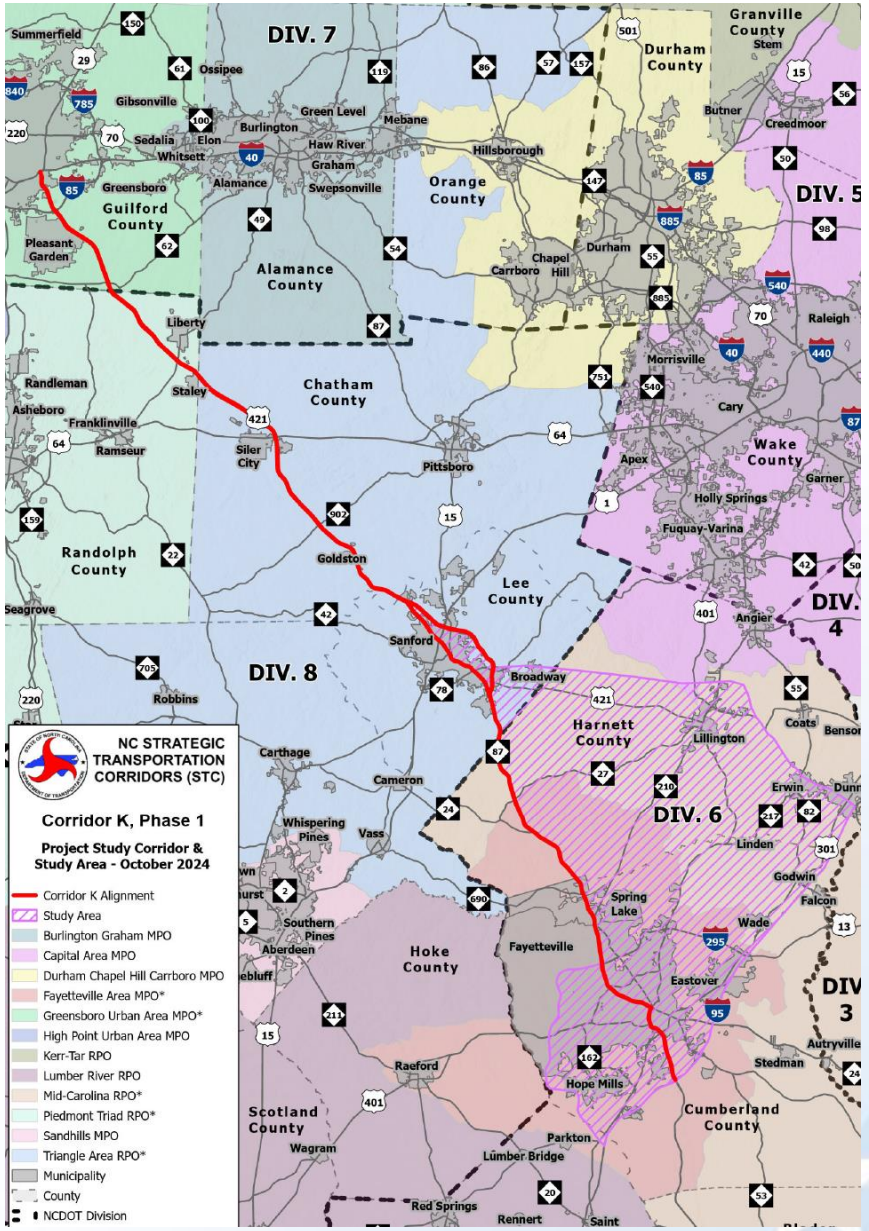



  - **Currently reviewing Round 2 Applications in partnership with CEED**

Economic Development Initiatives

- Bringing I-685 to Cumberland County
- Megasite Goal – 850 acres
- Next Generation Workforce Development
  - Strengthen the workforce ecosystem by building collaborative capacity, support, and thought leadership with alignment from multiple organizations.
  - Raise career opportunity awareness among parents, educators, students, and community leaders.
  - Retain and grow the labor force through placemaking and services to newcomers.
  - Target at-risk and disconnected youth with intensive services

- Can Do Carolina Investment Fund
- Protecting the Economic Opportunity Asset that is the Cape Fear River
- Increasing our FDI efforts with allied nations – now is the time to invest in mutually beneficial relationships



FCEDC
FAYETTEVILLE / CUMBERLAND CO. ECONOMIC DEVELOPMENT
CAN DO CAROLINA

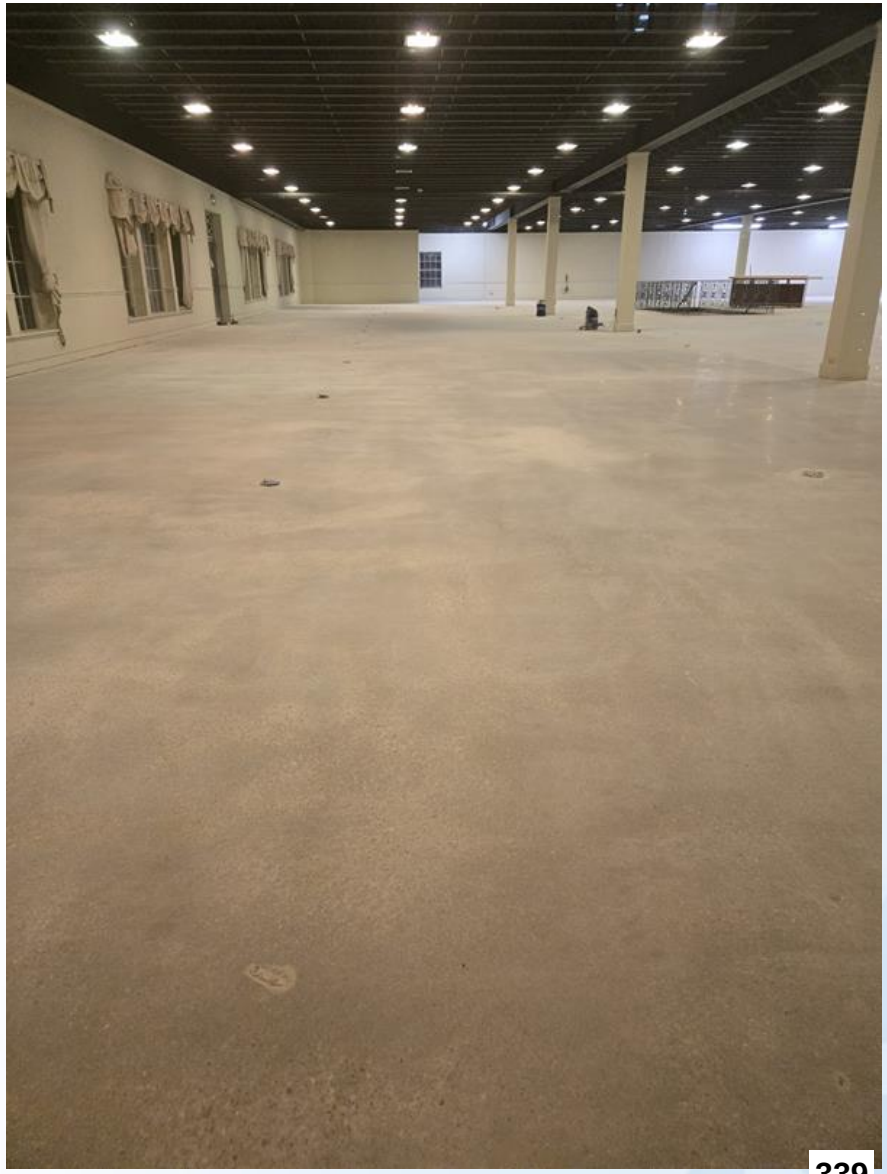
A Center for Applied Innovation

Developing a center where innovative companies can launch operations that will shape tomorrow's technology. The facility will offer training spaces, secured technology labs, advanced computing infrastructure, a secure lecture hall, special event space, and private offices for technology-driven defense companies interested in recruiting, training, and hiring a skilled workforce.

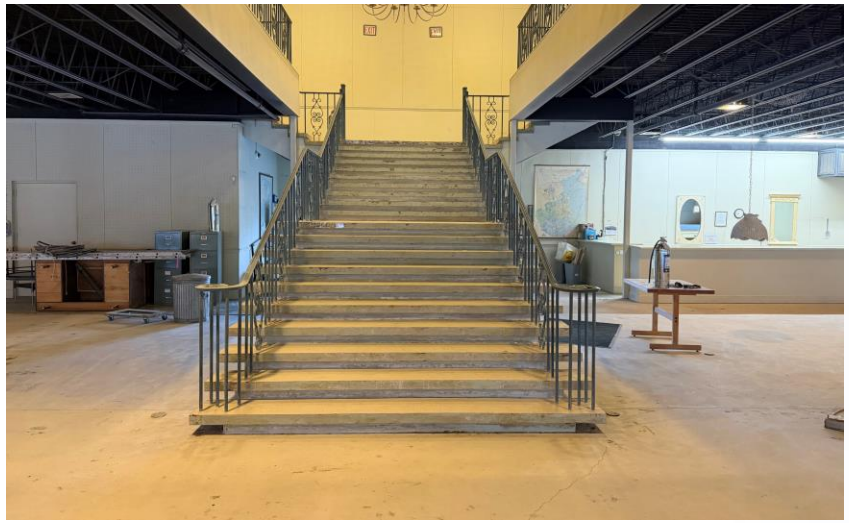
FCEDC
FAYETTEVILLE / CUMBERLAND CO. ECONOMIC DEVELOPMENT
CAN DO CAROLINA

611 W. Russell Street – 35,800 SF (2 Floors & Basement)









FCEDC FAYETTEVILLE /CUMBERLAND CO. ECONOMIC DEVELOPMENT

1.5M People Within a 60-min Drive

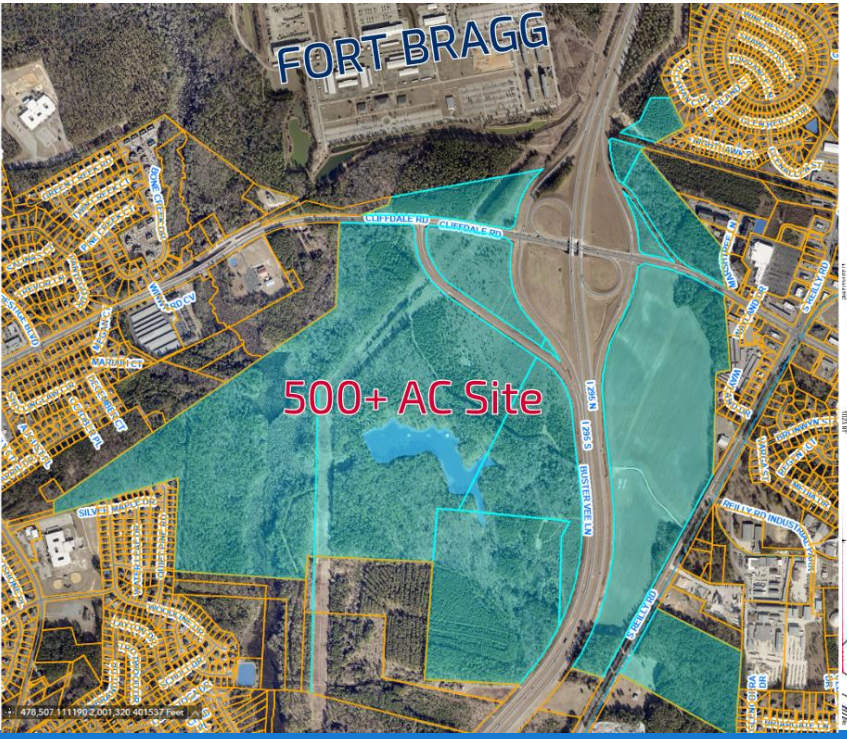


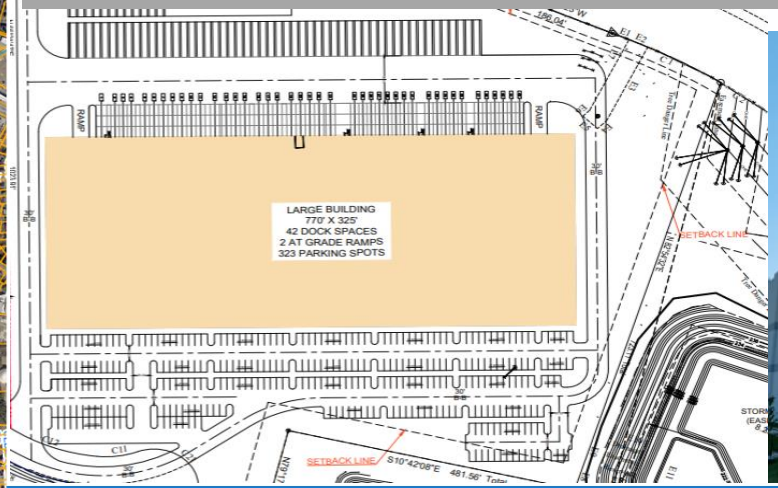
#6 Largest City & County in the Carolinas

#37 Most Diverse City in America

YOUNGEST City in the Carolinas

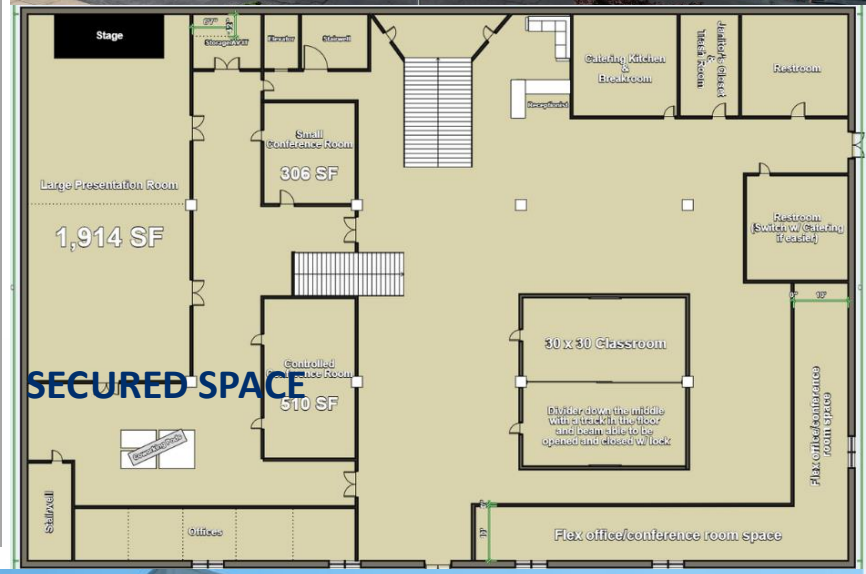
- Establish a regional defense innovation hub that bridges the gap between commercial technology innovators and the military, enabling the rapid identification, development, and adoption of commercial technologies
- Provide opportunities for the 7,000 highly trained soldiers who transition at Ft. Bragg each year
- Add to the 850+ contractors who performed $2.4 B of Prime Contracts in our County last year





611 W. Russell Street – Innovation Center





Coalition Blvd off All American Freeway & I-295



Recommendations to City Council

- Continue to support the work of FCEDC through advocacy and performance-based incentive policies that attract private-sector investment and job creation.
- Advocate for the proposed I-685 route between Sanford and I-295, directly connecting our community to the rapidly growing “Carolina Core”.
- Redevelop the “Airport Corridor” between FAY and Downtown Fayetteville, support efforts to recruit new carriers, and work to expand development opportunities both inside and outside the fence
- Collaborate with partners to build a sustainable innovation ecosystem, with representatives from both the public and private sectors, to advance transformational programs and efforts
- Can-Do Branding: With reinvigorated support from the City and founding partners, we can achieve our original goal of a dynamic and vibrant community-wide brand.
- Support FDI Efforts with allied nations, positioning Fayetteville as a top competitor for project investment.

We Respectfully Request a Motion to Approve the Report

FCEDC
FAYETTEVILLE /CUMBERLAND CO.
ECONOMIC DEVELOPMENT
CAN DO CAROLINA



Robert Van Geons, CEcD
President & CEO
O: 910.500.6464
M: 704.985.3483
E: robert@fcedc.com

www.fcedc.com | (910) 500-6464 | info@fcedc.com

City of Fayetteville

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

City Council Action Memo

File Number: 26-0167

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Reports From Boards and Commissions

Agenda Number: 9.02

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

THRU: **Jodi Phelps - Assistant City Manager**
Dr. Gerald A. Newton, AICP - Director of Development Services

FROM: **Craig Harmon, CZO - Senior Planner**
Tom Cohen, Planner I

DATE: **March 23, 2026**

RE:
Receive the Public Arts Commission Annual Report 2025

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal IV: Desirable Place to Live, Work and Recreate
Objective A: To enhance recreation, leisure and cultural opportunities for all to thrive that reflects diversity.

Executive Summary:
The Public Arts Commission meets to consider acceptance and placement of public art by making recommendations to the City Manager and City Council.

Background:
The Public Arts Commission is a six-member board whose main objective is to work closely with the Fayetteville City Planning Division, as designated by the City Manager, to review and comment on proposed or offered art projects in the City of Fayetteville. The board collaborates with the City Staff to:

- Review and comment on public art projects proposed or offered to the City of Fayetteville for placement on City-controlled property; confer with project initiator on the concept of the project, its proposed placement, circumstances and conditions relating to its acceptance;

- Solicit and annually update an inventory of existing City properties and resources for potential enhancements through visual art projects;

- Assess conservation and preservation needs of the existing public art collection; and

- Review and make recommendations regarding the removal or relocation of

artworks.

The Public Arts Commission reviews and provides recommendations to The Arts Council of Fayetteville/Cumberland County regarding their annual ArtScape exhibit, which features artwork displayed throughout downtown Fayetteville. The Arts Council seeks temporary and permanent installations/works for the art exhibit, leasing artwork for one year and purchasing pieces for permanent display in the City. Last year, the Public Arts Commission approved over 15 art pieces that were displayed throughout the city in conjunction with the ArtScape 9 exhibit.

Issues/Analysis:
The City Council is asked to receive and accept the annual report.

The Public Arts Commission met once in the past year on May 6, 2025.

- Review and approval of ArtScape 9 Exhibition (temporary and permanent sculptures located in downtown Fayetteville and surrounding areas).

Two commissioners appointed

- Lauren Falls - Second term from 4/1/2026 to 3/31/2028
- Kia Jones - First term from 4/1/2026 to 3/31/2028

The next expected meeting is on May 5, 2026.

Budget Impact:
None.

Options:
Accept the report (recommended).
Request additional information.

Recommended Action:
Staff recommends that the City Council accept the report.

Attachments:
ArtScape 9 Exhibit



ARTS COUNCIL
FAYETTEVILLE • CUMBERLAND CO.

ARTSCAPE 9

A Public Art Exhibition

ARTS COUNCIL
FAYETTEVILLE · CUMBERLAND CO.

ARTSCAPE 9

A Public Art Exhibition

The Arts Council of Fayetteville | Cumberland County places temporary and permanent artworks throughout the city through ArtScape. Works must be suitable for outdoor installation and built in a durable, stable fashion.

With the Arts Council celebrating its 50th anniversary in 2024, ArtScape 9 aims to foster community participation, showcase diverse artistic voices, and commemorate the intersections of history and the arts.

We received 90 applications.

Applications were judged by Board members, staff, and community members.

We are presenting 15.

We have 12 sites that have regularly been programed. Additional sites are coordinated with Parks & Rec.

Arts Council Staff

Sarah Busman : Director of Community Engagement

Robert Pinson : President & CEO

Katlyn Cornelius

The Meta Tower

The Meta Tower is an interactive sculptural installation crafted from upcycled glass and steel, designed to push the boundaries between structure, light, and human connection. Every piece of glass used in the Tower was once discarded—remnants of chandeliers, shattered windows, and forgotten objects destined for the landfill. Through an intensive process, I carefully hand-selected, tumbled, and dulled each shard for safety before embedding them into the steel framework. This transformation of broken materials into something strong, unified, and undeniably beautiful reflects the deeper philosophy of my work: that what is considered useless or flawed still holds immense potential.

Media: Broken Glass, Resin & Steel; requires 12v power supply

Size: 108” x 20” x 12”

Sale Price: $15,000

Lease Price: $3,000



Loren Costantini

Maneater

Maneater was inspired by the desire to create a large scale flower sculpture that was more intimate to the viewer. Unlike my other flower sculptures Maneater began with the stem which is comprised of piece of discarded steel pipe and a broken steel playscape. The pipe was given its curves through the process of kerfing - cutting a series of closely spaced slots into the steel pipe to allow it to bend and then welding each kerf to maintain its shape. The broken playscape pieces were restructured to return the stem to face the ground and hold the bud to embrace viewers. The goal was to create a whimsical stem that allowed the public to be more intimate with the bud. The petals are made from red roofing steel from a New England home mounted to plastic board that was cut with heavy curves to accentuate the feeling of movement. While each petal is a repetition of shape, each remains unique in their blemishes and imperfections. The tips of each petal are very sharp and posed a challenge to avoid getting stabbed, hence the name, Maneater. The center of the bud was created with the scrap cutoffs from the petals. Since its creation Maneater has been braving the New England elements in an open field at a corporate park luring people with its bright colors and threatening them with its sharp petals. It has braved the strong winds, snow and ice to continue to bring a feeling of joy even during the harsh winter.

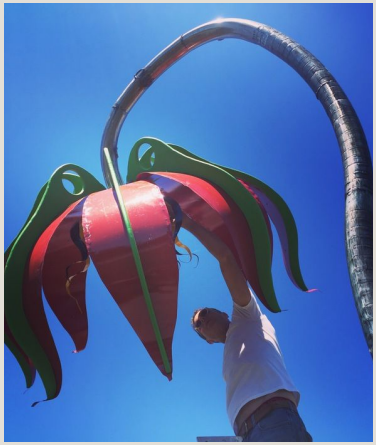
Media: Reclaimed Steel

Size: 13” x 6” x 5”

Sale Price: $12,000

Lease Price: $4,200







Daniel Sol Villanueva

The Birth of Us

“The Birth of Us” consists of three 10-foot pillars, with the middle pillar featuring three rotating cubes. Participants can spin the cubes to create different patterns. The imagery illustrates hands supporting flowers, set against a futuristic background. At night, the installation glows, offering a stunning visual experience.

Concept:

This installation is a tribute to immigrant families facing adversity in the U.S. Despite discrimination and hardship, they remain strong and continue to support their families. It celebrates their perseverance and strength.

Media: Kinetic Sculpture, software and power supply

Size: 10.5’ x 6’ x3.5’

Sale Price: $65,000

Lease Price: $3,000







Kirk Seese

Magnify

This interactive, kinetic sculpture acts as a giant magnifying glass, except sunbeams pour through the colored lens as the viewer swivels the rings into position to catch the light, casting a stained glass reflection on the ground, or anything else it hits. Made from Plasma cut 1/4" steel plate and a 1/2" thick piece of circular, clear acrylic with designs directly printed on using a large format flatbed printer, this piece is sturdy and meant to be enjoyed outdoors by the general public. Magnify instantly becomes an education tool as it demonstrates the concepts of transparency, light reflection and refraction, even the physics of mobility with it's rotating top.

Media: Plasma Cut Steel, 1/2" CNC cut polycarbonate, UV inks

Size: 7' x 30" x 2'

Sale Price: $12,000

Lease Price: $1,500











Jim Gallucci

Oak Leaf Arch VII

This sculpture celebrates the tree canopy that protects us from the sun rays and cools us during the summer. The Arch is a reminder that this canopy is slowly leaving us as we take away the mighty oaks. The arch is made with galvanized steel & concrete



Media: Galvanized steel & concrete

Size: 11’ x 12’ x 2’

Sale Price: $25,000

Lease Price: $3,000

Ben Pierce

Crystalline

I typically design and create abstract sculptures. I deciding to create something representational, but I wanted to make it out of scale from what we are accustomed to. I decided to create a quartz crystal cluster that is 12 feet tall. While some crystals do indeed get this large most of us are used to quartz crystals being something they could hold in the palm of their hand. The sculpture is made of stainless steel for longevity. Which seemed appropriate, given that crystals can take hundreds of thousands or millions of years to even form. I hope seeing something familiar yet larger than life will draw the viewers' attention to engage with. I also hope the shift in scale will create a sense of whimsy making the viewer question their own scale/size.

Media: Stainless Steel

Size: 12’ x 8’ x 7’

Sale Price: $58,500

Lease Price: $5,000







Chris Plaisted

The Wave

The Wave depicts a cresting wave crafted from rebar. It is a dynamic and flowing texture that captures the movement of water.

A polished stainless steel sun hangs suspended in the air, casting its glow over the waves. The sun's rich silver color contrasts beautifully with the cool blue of the Waves.

It is designed to be viewed from multiple angles so that the viewer can appreciate the intricate details of the waves and the sun from every perspective.

Media: Steel

Size: 7.5’ x 6’ x 4’

Sale Price: $12,500

Lease Price: $3,000



Kirk Seese

The Feather

The Feather is my debut sculpture design, after spending four years designing themed climbing walls in the active family entertainment industry for a company called ClimbZone, and almost twenty years painting public and private murals for my own business, BB Murals. It is a direct response to the years of representational work I've been doing. I wanted to create something that was not based in reality, had no reference point and seemed to come from a different planet. Something unique. Something that came from inside. Art for art sake. The Feather, as I've been calling it for short, is wildly popular and consequently has been selected for temporary and permanent exhibits in 31 states since it's debut in early 2019.

Media: Steel, MDO, UV Inks, Acrylic Sealer

Size: 10' x 2' x 2'

Sale Price: $12,000

Lease Price: $1,500







Hanna Jubran

Water Drop

"Water Drop" is about the concept and effect of sound and water droplets that creates a surface tension upon impact. The water speed creates variety of sounds shapes and forms. The vertical lines depict rain and water drops. The form is fabricated steel representing the water shaft with a water drop floating in the air. The colors yellow and green are used to represent hydrogen and oxygen. The two elements when combine with red fire creates water Blue. The concept draws attention to the soul of the inner structure of the form and the importance of clean water in the environment. It has a specific visual weight, depth and longevity. The viewers may even see this experience as meditative and connecting with nature.

Media: Steel and Paint

Size: 20' x 6' x 6'

Sale Price: $35,000

Lease Price: $3,000





Hanna Jubran

Sound of the Elements

"Sounds of the Elements" is from a series of sculpture that deals with the concept of the four elements, Earth, Water, Fire and Wind in our universe on the micro to the macro level. It expresses the cycle of life and its elements, growth and continuum. There is a strong interplay of shape, form, space and colors. The wind moves the stainless steel and bronze rods creating rhythmic music. It is the sound of the wind and the elements, the invisible force I am capturing. The cool reflective surface of stainless steel is a strong contrast with the warm bronze sections. These elements are seen in a variety of forms shapes and colors as well as the wind in nature. They are ever changing.

Media: Stainless Steel, Bronze and Aluminum

Size: 17' x 8' x 2'

Sale Price: $35,000

Lease Price: $3,000





Alex Barrett

Cradle

My recent work is biomorphicly inspired by embracing concepts of living elements in Nature (seeds, pods, and vines), woven together in organic abstraction.

Biophilic Design is an architectural concept that aims to connect people to nature in the built environment. It incorporates natural elements that improve health, well-being, and performance. Biophilic designs reduce stress, improve cognitive performance, enhances emotional functioning, improves sleep, increases productivity, reduces sick days and absenteeism, and is a creativity boost, among other benefits.

Media: Fabricated & Inflated Aluminum w/Powder-Coated Finish

Size: 102” x 72” x 60”

Sale Price: $60,000

Lease Price: $3,000







James Futral

Red Bear

My creative process is fairly chaotic, Bending, beating, welding and cutting steel

Media: Metal

Size: 8’ x 4’ x 11’

Sale Price: $12,000

Lease Price: $3,000







Jeff Whipple

Problem or Progress

The form of this sculpture is based on a stele (STEE-lee), a slab taller than it is wide, erected around the ancient world as a monument. They were used for commemorative and funerary purposes, government notices, boundary markers, and battle memorials. “Problem or Progress?” is a monument to achievement and value in life. On one side, the shallow relief, frantic bird asks, “Where’s my progress?!” It’s an inward look from someone who is obsessed with work and sees no purpose to the struggle. The painted quote below the bird is from Frederick Douglass who says as if in answer to the bird, “Without a struggle, there can be no progress.” It had dramatic historic meaning in Mr. Douglass’ 19th Century context, but it can also be applied to an individual seeing value in hard work leading to a goal. On the other side, the duck asks, “What’s your problem?” It’s an outward look suggesting that he’s OK and the problem is with somebody else. Below the duck, Duke Ellington says, “A problem is a chance to do your best.” He means that solving a problem is a good thing for your self-worth, or triumph.

Media: Cement and paint with UV filter protective clear coat

Size: 97” x 60” x 32”

Sale Price: $15,000

Lease Price: $1,500



Agnes Black

Through the Heart's Lens

"Through the Heart's Lens" is a sculpture designed to engage the public on multiple sensory levels. It stands 6 feet tall 3" wide with a base of 24"x24". Crafted from durable outdoor materials—aluminum and heavy-duty acrylic—it features a see-through engraving of an anatomical heart within a traditional heart-shaped cutout. A vibrant fluorescent yellow plexiglass allows viewers to see the world around them through a warm, sunny hue. This visual effect creates a unique perspective, symbolizing the heart's role in filtering and interpreting life's experiences. Interactive Elements. Photography: The sculpture invites viewers to take photos through its heart-shaped cut out providing them with a new perspective of familiar place in a new yellow tone. Musical Interaction: Attached to the sculpture are guitar strings, which allow visitors to create sounds. This auditory element adds a tactile and musical dimension to the experience, encouraging interaction beyond mere observation.

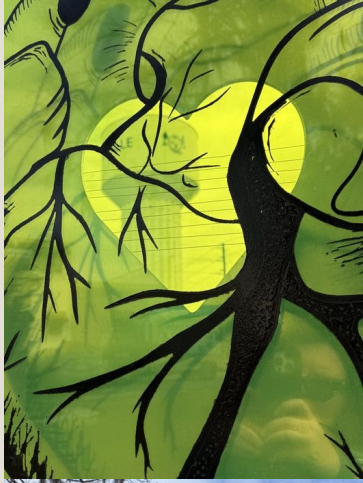
Media: Aluminum and Acrylic outdoor plastic

Size: 6’ x 24” x 3”

Sale Price: $4,500

Lease Price: $3,000







Loren Constantini

Flower

This abstract flower was initially created not by a vision, but by a subconscious process of healing the soul through art. My art is almost always born from observing a random shape or scrap, realizing its potential and allowing that potential to work through me. flower began as a piece of scrap plywood that had an inherent quality of movement. It evolved into the structure of a wind-blown petal. While similar, each petal is unique as everything in nature is unique. Every piece of flower (over 300 pieces) was created by recognizing each individual part's contribution to the whole. As a sculpture, flower is an abstract representation of nature, not just literally, but as a symbol of how every unique element of nature co-exists to form the beautiful whole.

Media: Steel, aluminum, plastic & recycled parts

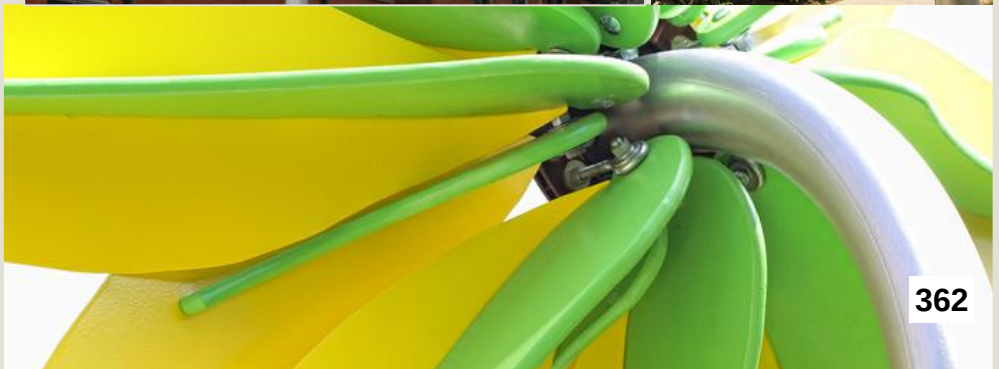
Size: 15" x 8" x 4"

Sale Price: $12,000

Lease Price: $3,000







Available Locations:



222 Hay St
Cool Spring Downtown District Office



335 Ray Ave
Festival Park



345 Hay St
Intersection of Hay Street and Ray Ave



301 Hay St
The Arts Center/Arts Council Building



318 Hay St
Intersection of Hay and Old Streets



100 Hay St
Market Square and Self Help Building



301 Bragg Blvd
Near Park View Apartments



201 Hay St
Adams, Burge, & Boughman, PLLC



510 Durham St
Intersection of Murchison Road and Durham Street



325 Green St
Brady Brady Delaney Young, P.A.



433 Hay St
City Hall



117 Dick St
Cumberland County Courthouse

Public Arts Commission



2025 Annual Report

March 23, 2026

FAYETTEVILLE NC

Purpose

The Public Arts Commission serves as a resident advisory board to the Mayor and City Council, focusing on the integration of art into the city's public spaces to enhance the community's aesthetics and economic vitality.

- Curate the Cityscape: Recommend the selection, placement, and maintenance of diverse public art installations.

- Enhance Quality of Life: Create vibrant and culturally rich public spaces that foster community pride.

- Drive Economic Growth: Strengthen the local economy by supporting cultural tourism and increasing foot traffic to local businesses.

- Bridge Art & Governance: Serving as the liaison between the local government, The Arts Council, and the public.

What's New

The Public Arts Commission met once in 2025 on May 6, 2025

- Review and approval of the ArtScape 9 Exhibition

Two Commissioners appointed

- Lauren Falls – Second term from (4/1/2026 to 3/31/2028)
- Kia Jones – First term (from 4/1/2026 to 3/31/2028)

Recommended Action

Recommended Action: City Council accept the Public Arts Commission Annual Report

City of Fayetteville

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

City Council Action Memo

File Number: 26-0176

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Reports From Boards and Commissions

Agenda Number: 9.03

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

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

FROM: **Historic Resources Commission and Planning and Zoning Division**

DATE: **March 23, 2026**

RE:
Receive the Historic Resources Commission 2025 Annual Report

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
2027 Goals
Goal II: Responsive City Government Supporting a Diverse and Viable Economy
2.2: Invest in community places to ensure revitalization and increase quality of life

Executive Summary:
The Fayetteville Historic Resources Commission's Statement of Purpose: To safeguard the heritage of the City of Fayetteville by preserving, in accordance with law, any property therein that embodies important elements of its cultural, social, economic, political, or architectural history, and to promote the use and conservation of such property for the education, pleasure, and enrichment of the residents of the City, County, and State as a whole.

Background:
The Fayetteville Historic Resources Commission (HRC), a quasi-judicial body, was established by City Council in accordance with North Carolina General Statutes. On November 9, 1999, the City of Fayetteville's HRC was approved as a Certified Local Government (CLG) by the National Park Service upon the recommendation of the State Historic Preservation Officer.

As a Certified Local Government, the City of Fayetteville is required to file an annual report on the activities of the HRC to ensure that the standards required are being met. Each year the HRC has received a favorable review from the State Historic Preservation Office. The Commission works closely with project proponents of historic landmarks or properties in the historic districts to ensure compliance with the Design Guidelines for Fayetteville's Historic Districts and Local Landmarks while meeting the needs of the citizens.

One of the requirements of a CLG is mandated annual historic preservation training. In

order to meet that standard, two commissioners and one City staff member have the option to attend the annual statewide historic preservation conference, which covers topics ranging from the legal process to design review. Another program requirement for a CLG is an active public education program. Every year students ranging from elementary school students to college students engage in special tours of Fayetteville's historic districts to learn about local history and architecture. Many other local groups receive the same type of guided tours.

The HRC is also involved in the review and recommendation of new properties for the National Register of Historic Places and the Fayetteville Historic Districts and Local Landmarks program. With jurisdiction on all exterior features in the historic districts and on local landmarks, the Commission is responsible for the review of new construction, demolition, and changes to existing structures, sites, and streetscapes.

Issues/Analysis:

The following represents the actions rendered on Certificates of Appropriateness (COAs) over the past five years:

- 2021: A total of 42 cases: 41 approved, 1 denied
- 2022: A total of 31 cases: 30 approved, 1 denied
- 2023: A total of 63 cases: 63 approved, 0 denied
- 2024: A total of 31 cases: 31 approved, 0 denied
- 2025: A total of 30 cases: 23 approved, 1 denied

During this five year period a total of 197 cases were heard with only three denied.

Budget Impact:

NA

Options:

This is an informational report. No decisions are required.

Recommended Action:

Staff recommends that the City Council receive the annual report of the Historic Resources Commission.

Attachments:

PowerPoint

HISTORIC RESOURCES COMMISSION



Annual Report

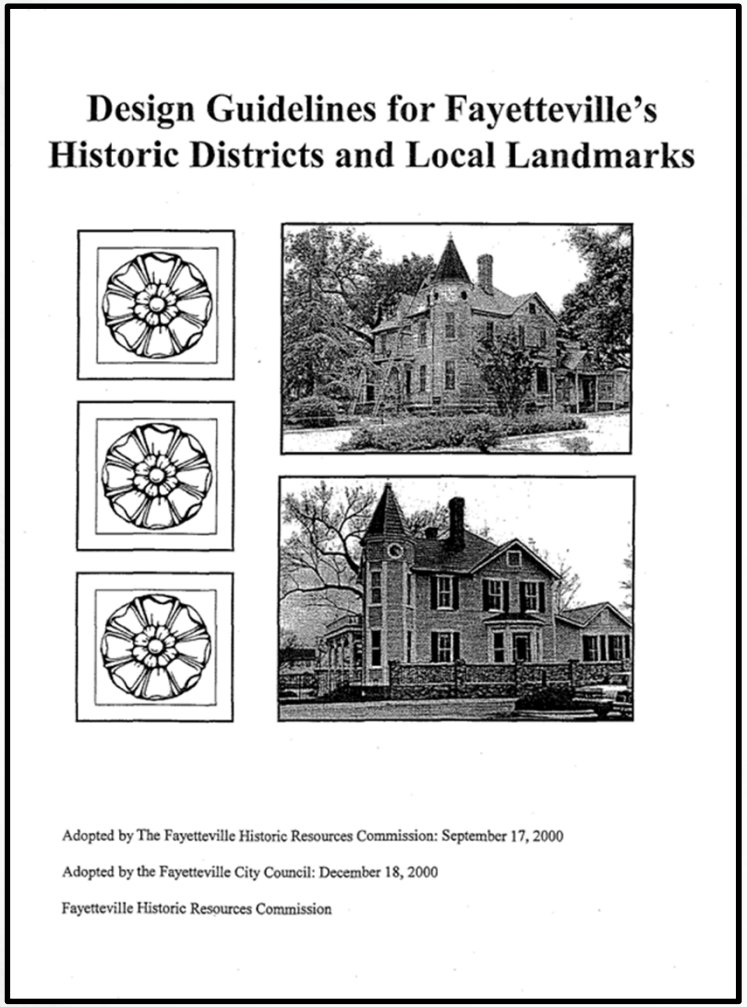
March 23, 2026

FAYETTEVILLE NC

Historic Resources Commission

- The Historic Resources Commission is the decision-making body for Certificates of Appropriateness.
- The HRC also reviews rezonings within Fayetteville's two Historic Districts and Fayetteville's 45+ Local Landmarks. Additionally, the HRC reviews text amendments that relate to historic preservation.
- The HRC comprises seven members appointed by the City Council (currently two vacancies). The majority demonstrate special interest, experience, or education in history, architecture, archaeology, or related fields.
- Meetings are held on the 4th Thursday of each month at 4 pm in the Lafayette Conference Room.

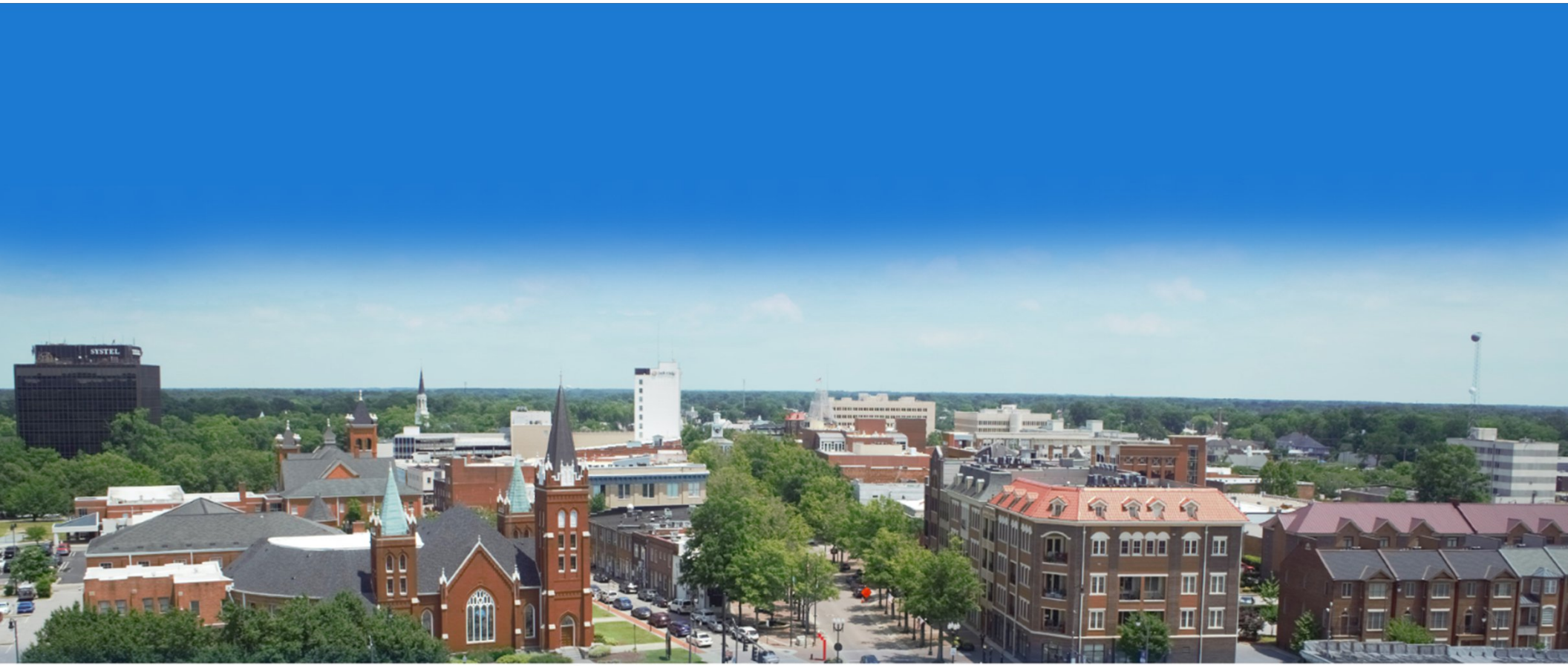
Guidelines to Standards





Options

Recommendation: Approval of the 2025 HRC Annual Report



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AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

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

City Council Action Memo

File Number: 26-0173

Agenda Date: 3/23/2026 **Version:** 2 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Staff Reports

Agenda Number: 10.01

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

THRU: **Douglas J. Hewett, ICMA-CM, City Manager**
John E. Jones, Office of Community Safety Director

FROM: **Nichelle Gaines, Office of Community Safety Manager**

DATE: **March 23, 2026**

RE:
Receive the Office of Community Safety Quarterly Update

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
City Goal 1: Safe and Secure Community

Executive Summary:
The Office of Community Safety Director will present the Office of Community Safety's 2026 2nd quarter update. This update will include staffing updates and program highlights.

Background:
This will be 2nd quarterly update presented to Council and citizens from the Office of Community Safety.

Issues/Analysis:
None

Budget Impact:
None

Options:
Receive update as presented.
Do not accept update as presented.

Recommended Action:
Receive the update as presented.

Attachments:
PowerPoint Presentation.

Office of Community Safety Q2 Update



FAYETTEVILLE NC

Overview/Mission & Purpose

The Office of Community Safety (OCS) is an established initiative focused on coordinating non-enforcement responses to community safety challenges across Fayetteville. We are building an innovative, collaborative public safety model focused on collaboration and coordination.

Why This Work Matters

Strengthening Community Safety Through Alternative Response

- Many community safety challenges involve behavioral health, housing instability, and non-violent crises
- These situations are best addressed through care, coordination, and community-based response

- The Office of Community Safety (OCS) is building a system to:
  - Prevent violence before it occurs
  - Respond to crises with appropriate, non-enforcement approaches
  - Connect residents to services and long-term support
  - Strengthen community stability and well-being

OCS is building Fayetteville's coordinated, community-based safety system.

Four Pillars



Four Pillars of Community Safety

Community-Based Violence Prevention

Prevent and interrupt violence before it occurs

Homelessness Response

Stabilize individuals and connect to housing and services

Youth Initiatives

Engage young people through safe spaces and opportunity

Behavioral Health Response & Diversion

Develop non-law enforcement responses to crises

Q2 At a Glance

Q2 Snapshot:

- Homelessness / Housing Crisis Responses: 244
- Service Referrals & Connections Coordinated: 44
- Conflicts Identified: 6
- Conflicts Interrupted: 4
- Youth Engaged: 130+
- Community Events Supported: 14
- Active Cross-System Partnerships: 11







Behavioral Health

Behavioral Health – Building an Alternative Response System

- OCS is leading coordination across behavioral health, public health, and community partners to strengthen crisis response pathways
- Ongoing collaboration with:
  - Alliance Health Crisis Collaborative
  - Public Health Sequential Intercept Task Force
  - LEAD Program

Focus Areas:

- Improving coordination and information sharing across system
- Developing alternative response pathways for behavioral health crises
- Expanding access to care and stabilization services

OCS is laying the groundwork for a non-enforcement behavioral health response model.

Alternative Response in Action

Situation:
Mother and two children exposed to freezing temperatures following eviction

OCS Response:
- Coordinated EMS + Community Paramedics
- Activated Child Protective Services
- Secured emergency shelter placement
- Connected to CARES Resource Center + PATH Program

Outcome:
- Immediate safety and stabilization
- Entry into long-term support systems

Why It Matters:
- Prevented medical emergency and child endangerment
- Reduced likelihood of repeated crisis calls

Community Violence Intervention

Community-Based Violence Prevention

- OCS is supporting community-led efforts to prevent and interrupt violence
- Partnership with PROOVE to deliver:
  - Street outreach
  - Conflict mediation
  - Youth and family engagement

Q2 Activity:

- 14 community events (200+ residents engaged)
- 6 conflicts identified
- 4 conflicts interrupted
- 7 individuals connected to supportive services



Each conflict interruption represents a potential escalation to violence that was prevented.

CVI Strategy

Building Fayetteville's Violence Prevention Framework

- Partnership with NICJR to develop a citywide Community Violence Intervention strategy
- Completed multi-day strategic planning sessions
- Developed initial framework for implementation
- Launched community feedback sessions

OCS is establishing the foundation for a coordinated, community-driven violence prevention system.

Homelessness Response

Homelessness Response & Stabilization

- OCS supports individuals experiencing housing instability through coordinated, service-based response
- Collaboration with community partners to:
- Provide immediate support
- Connect individuals to shelter and services
- Identify long-term housing pathways

Focus is on stabilization, connection, and long-term support.

Response Case

Community-Based Response in Action

Situation:
Family displaced by house fire

OCS Role:
- Coordinated with local partners to mobilize immediate resources
- Connected family to essential supplies and recovery support

Outcome:
- Immediate stabilization
- Community-supported recovery

Demonstrates coordinated, community-driven response to crisis.

Youth Programming

Youth Engagement as Prevention

- OCS is investing in youth engagement as a long-term prevention strategy
- Youth Night Out reached 130+ participants (largest to date)
- Ongoing partnerships to expand programming opportunities

Impact:

- Provides safe, structured environments
- Builds connections to positive opportunities
- Supports long-term community stability

Quarter 3 Next Steps

Building the Foundation for Alternative Community Safety

- Advancing the foundation of Community Violence Intervention through community trainings and capacity building
- Hiring a Behavioral Health Response Program Manager to lead the City's alternative crisis response model
- Releasing an RFP for Safe Space Activations to support community-led safety and stabilization efforts
- Awarding community micro-grants to expand grassroots programming and neighborhood-based solutions
- Establishing SOPs and internal policies to guide coordinated, non-enforcement response efforts
- Launching a Summer Youth Employment Program as a core prevention and stabilization strategy

OCS is building the infrastructure for a coordinated, community-based safety system centered on prevention, care, and alternative response.

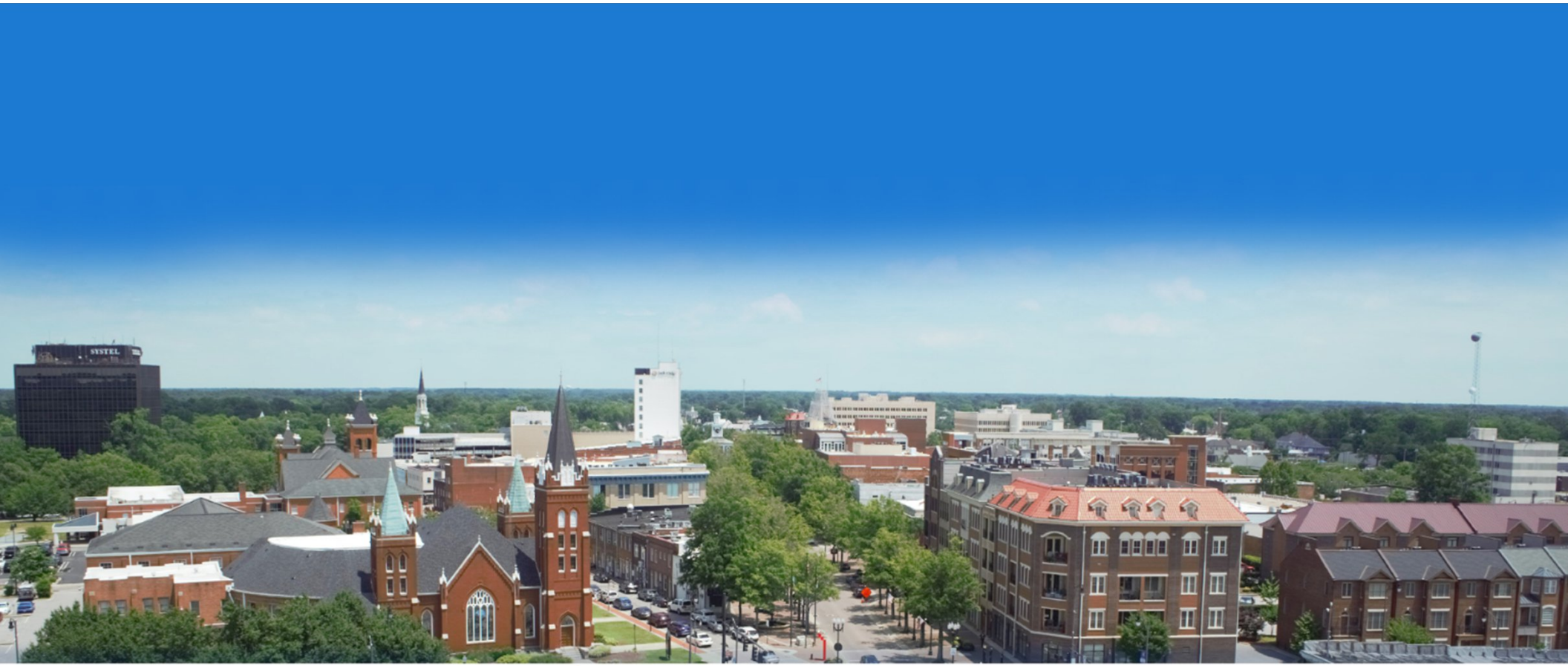
Moving Fayetteville Forward

- OCS is building a coordinated system rooted in prevention, care, and community-based response
- Focused on addressing the root causes of safety challenges
- Designed to expand access to appropriate support for residents

OCS is moving Fayetteville toward a more effective, community-centered approach to safety.

Conclusion/Contacts

Jones, John	Community Safety Director	johnejones@FayettevilleNC.gov
Gaines, Nichelle	Community Safety Program Manager	nichellegaines@FayettevilleNC.gov
Braggs, DeAnna	Rapid Response Lead	deannabraggs@FayettevilleNC.gov
Fikes, Njeri	Community Engagement Lead	akuafikes@FayettevilleNC.gov
	Behavioral Health Lead	



FAYETTEVILLE NC

AMERICA'S CAN DO CITY

FayettevilleNC.gov

City of Fayetteville

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

City Council Action Memo

File Number: 26-0190

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Other Items of Business

Agenda Number: 11.01

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

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

FROM: **Chris Lowery, Strategic & Performance Analytics Manager**
Andrew Brayboy, Senior Corporate Performance Analyst

DATE: **March 23, 2026**

RE:
Fountainworks - FY27 Fayetteville City Council Strategic Planning Retreat Debrief

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
A strategic plan is the lifeline for a municipal government, directing it towards both immediate priorities and long-term aspirations. It not only identifies key focus areas but also empowers data-driven decision-making, ensuring efficient resource utilization. This fosters accountability and transparency, providing a clear pathway for progress tracking and communication with constituents. By emphasizing continuous improvement, the strategic plan ensures the government remains adaptable to evolving challenges, contributing to the creation of a vibrant and flourishing community where resident needs and aspirations are at the forefront of governance.

Executive Summary:
The City of Fayetteville demonstrates a strong commitment to high performance and data-driven decision-making through its strategic planning and performance metrics. The Mayor, City Council, and staff work diligently to ensure that city policies, budgets, and objectives are fully implemented, fostering responsible governance. The most recent City Council Strategic Planning retreat in February 2026 allowed the City Council to refine the strategic plan by prioritizing specific priorities for FY 2027, concentrating efforts and resources to achieve the City’s vision and goals.

The Office of Strategic and Performance Analytics, under the direction of the City Manager's Office, plays a vital role in advancing the City’s goals and reporting progress regularly. By providing these quarterly updates to the strategic plan progress, the staff enables the City Council to make informed decisions as they move forward into the next fiscal year.

This commitment to performance management and strategic planning strengthens the city's operations, ensuring excellent services and a high quality of life for residents. The alignment of short and long-range planning with departmental operations and

performance expectations allows for effective resource allocation and fosters a culture of continuous improvement. Overall, the City of Fayetteville's dedication to forward-thinking and progressive strategies promises a vibrant and prosperous future for the community it serves.

Background:
The City of Fayetteville strives to be data-driven and results-focused, with a robust strategic plan and performance framework in place. It actively encourages residents, employees, and business participation in government by offering diverse engagement opportunities and ensuring open access to public data and information. This commitment to transparency aims to develop better policies and decisions that align with the community's needs, fostering a prosperous and connected City for all stakeholders.

Issues/Analysis:
None.

Budget Impact:
None.

Options:
1) City Council accepts the report of the FY27 Fayetteville Strategic Planning Retreat Debrief

2) City Council rejects the report of the FY27 Fayetteville Strategic Planning Retreat Debrief and provides additional direction to the City Manager.

Recommended Action:
City Council accepts the report of the FY27 Fayetteville Strategic Planning Retreat Debrief

Attachments:
FY27 Fayetteville Strategic Planning Retreat Debrief

CITY OF FAYETTEVILLE

City Council Strategic Retreat 2026

fountainworks
FACILITATION • MANAGEMENT CONSULTING

WHY HOLD A STRATEGIC PLANNING RETREAT?



- The **Fayetteville City Council prioritizes an annual strategic planning retrea**t to ensure the City remains focused on shared priorities and long-term community outcomes.
- As Council membership evolves, the retreat **provides dedicated time to align on goals, review progress, and set clear direction for the organization**.

HOW STRATEGIC PLANNING GUIDES THE CITY'S ANNUAL PLANNING CYCLE

This process also connects Council priorities to the City's broader planning and budget cycle, including:

- Reviewing prior year performance and audit insights
- Aligning priorities with the Strategic Leadership Team (SLT)
- Confirming direction through Council presentations and discussion
- Establishing priorities during the Council strategic retreat
- Informing the annual work plan and Capital Improvement Program (CIP) development

This ensures Fayetteville's goals are intentional, coordinated, and achievable within available resources.

THE 2026 COUNCIL RETREAT ON FEBRUARY 4 AIMED TO

- A **shared commitment** to public service and positive community impact - why we serve and who we serve.
- A **common understanding** of the City's current conditions, including recent successes, strategic progress, challenges, and fiscal realities shaping our course.
- Clear **near-term priorities** and **long-term strategic direction** across key strategic goal areas.
- **Agreement between Council and staff** on how we will plan, prioritize, and execute together—including how we make course corrections as conditions. change.

TODAY'S FOCUS

Today we are *not* approving or affirming the City's new strategic plan.

We are asking for Council to approve their FY27-28 top strategic priority language.

WHAT WE LEFT THE RETREAT HAVING ACCOMPLISHED

- Council confirmed the **proposed strategic framework** as the official structure guiding future strategic planning and identified what **success looks** - longer term - like for each goal.
- Council reflected on **departmental progress** in each strategic goal area.
- Council discussed the City's **strengths, challenges, and opportunities**.
- Council collectively identified their **top four strategic priorities** for FY2027-2028.

CONFIRMED PROPOSED STRATEGIC GOAL AREAS

Previous Strategic Goals

- **Goal 1 - Safety and Security:** The City of Fayetteville will be a safe and secure community.
- **Goal 2 - Diverse and Viable Economy:** The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.
- **Goal 3 - City Investment Planning:** The City of Fayetteville will be a city invested in Today and Tomorrow.
- **Goal 4 - Live, Work, and Recreate:** The City of Fayetteville will be a desirable place to live, work and recreate.
- **Goal 5 - Financially Sound City:** The City of Fayetteville will be a financially sound city providing exemplary city services.
- **Goal 6 - Collaborative Government:** The City of Fayetteville will continue to have a collaborative citizen and business engagement base.

Proposed Strategic Goals

- **Goal 1 - Safe & Secure Community.** Protecting people, neighborhoods, and daily safety.
- **Goal 2- Economic & Strategic Growth.** Jobs, tax base, land use, and smart growth — aligned in one goal area.
- **Goal 3 - Desirable Place to Live, Work & Recreate.** The quality of life residents experience every day.
- **Goal 4 - Financially Sound City Providing Exemplary Services.** How the City operates and sustains itself long-term.
- **Goal 5 - Collaborative Citizen & Business Engagement.** Building trust through

ENVISIONED WHAT SUCCESS LOOKS LIKE FOR STRATEGIC GOAL AREAS IN 5-10 YEARS

Goal 1 - Safe & Secure Community

A community where safety is shared between residents and responders, supported by prevention, modern technology, trained personnel, and coordinated mental-health response — while maintaining strong civil liberties and public trust.

Goal 2 - Economic & Strategic Growth

A more competitive and connected city with prepared development sites, stronger regional mobility, expanded logistics activity, and sustained household and job growth.

Goal 3 - Desirable Place to Live, Work, & Recreate

Walkable neighborhoods, expanded housing options, and accessible parks and transit — creating everyday quality of life for families, youth, and older residents across the city.

ENVISIONED WHAT SUCCESS LOOKS LIKE FOR STRATEGIC GOAL AREAS IN 5-10 YEARS

Goal 4 - Financially Sound City Providing Exemplary Services

Reliable services delivered by a stable, well-managed organization operating with long-term fiscal strength and consistent performance.

Goal 5 - Collaborative Citizen & Business Engagement

Transparent government where residents, businesses, and Council share information, participate in decisions, and shape neighborhood-level plans through modern engagement tools.

MET WITH STAFF LEADERSHIP TO DISCUSS STRATEGIC UPDATES



- Council rotated through stations representing each strategic goal area
- Department Directors and staff shared updates on key initiatives, progress, and upcoming work
- Discussion highlighted areas where continued Council support is important
- Council reconvened to share reflections and key takeaways

SPECIFIED CITY STRENGTHS, CHALLENGES, & OPPORTUNITIES

Strengths

Our strength is our **people and place**:

- Dedicated staff
- Strong education and colleges
- Diverse military and retired community
- Close proximity to Fort Bragg

Parks, recreation, and ongoing bond and maintenance efforts enhance quality of life.

Challenges

Our challenges are **complex and interconnected**, including:

- Generational poverty
- Aging neighborhoods
- Zoning and housing pressures,
- Inner-city school concerns

We also face staff recruitment and retention issues, water and infrastructure concerns, significant budget constraints, and the impacts of a highly transient military population.

Opportunities

Our opportunities **position us for long-term growth.** Drivers of economic development include strategic transportation investments, regional collaboration, and support for airport expansion. We can build a stronger, more resilient workforce / community by:

- Attracting major employers
- Strengthening partnerships
- Expanding our health system and medical school
- Identifying new revenue streams

IDENTIFIED COUNCIL FY27-28 STRATEGIC PRIORITIES

Continue implementing a comprehensive approach to community safety
(connecting to the Safe & Secure Community goal area)

Enhance economic growth opportunities throughout the City
(connecting to the Economic & Strategic Growth goal area)

Expand housing and neighborhood revitalization efforts, with emphasis on affordable housing needs
(connecting to the Economic & Strategic Growth goal area)

Improve and expand transportation, transit, and overall connectivity for residents
(connecting to the Desirable Place to Live, Work & Recreate goal area)

WHAT'S NEXT?



- Council to affirm priority language
- Staff leadership held a retreat where they developed action plans around Council's priorities
- Staff will come back to you with tactics and timelines, along with an updated proposed strategic plan

City of Fayetteville

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

City Council Action Memo

File Number: 26-0166

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 12.01

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

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

FROM: **Chris Williams, Management Analyst**

DATE: **March 23, 2026**

RE:
Senior Technology Literacy Initiative

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

Executive Summary:
The Senior Technology Literacy Initiative agenda item explores opportunities to expand technology learning resources for older adults at City senior and recreation centers. Technology classes are already offered at both senior centers through partnerships with the Cumberland County Library, with recurring sessions and periodic special programming.

Staff review also identified several considerations related to equipment availability and partnership opportunities. Currently, IT is evaluating options for deploying approximately 15-20 City-managed devices to support technology instruction at recreation facilities. Staff also initiated discussions with the Fayetteville-Cumberland Youth Council and the Cumberland County Council on Older Adults to explore potential partnerships that could enhance technology learning opportunities and outreach to seniors.

Background:
This Agenda Item was a request to explore opportunities to expand technology learning resources for older adults within City facilities.

Issues/Analysis:
Technology learning opportunities are currently offered at both City senior centers through partnerships with the Cumberland County Library. Expanding programming would likely build upon these existing partnerships rather than require development of an entirely new program.

This agenda item also included consideration of accepting donated devices such as computers or tablets. While recreation centers may occasionally have limited equipment

available, staff feedback indicates that many seniors prefer learning on personal devices they already own and use. Establishing a formal donation program may also introduce operational considerations such as device compatibility, maintenance, storage, and potential liability. IT has also noted that several policy and operational issues are currently being evaluated regarding the disposition of City technology equipment, including compliance with North Carolina General Statutes and the identification of devices acquired through grant funding that cannot be resold or donated. As an alternative approach, Information Technology is exploring the procurement of approximately 15-20 devices that could be placed under the oversight of Parks and Rec to support technology instruction at recreation facilities, particularly senior centers.

Staff also explored potential partnership opportunities that could support expanded technology learning access. Discussions with the Fayetteville-Cumberland Youth Council identified a concept in which youth participants could develop and deliver a multi-session technology learning curriculum for seniors. Additionally, staff have initiated coordination with the Cumberland County Council on Older Adults to exchange ideas and explore opportunities to improve outreach and identify community needs related to senior technology learning.

Budget Impact:
No additional funding has been identified to support the technology programming currently offered at City senior centers in partnership with the Cumberland County Library. Currently, programs operate using existing facilities and staff coordination.
If future program expansion or development of a device donation process is pursued, minor operational costs related to equipment management, storage, or maintenance may occur. Any future costs would be evaluated through the normal departmental budgeting process.

Options:
This report is for information only

Recommended Action:
For information only, no action required unless Council moves to add to an upcoming Work Session.

Attachments:
Admin memo and Rec Center Calendar



Bill Crisp Senior Center

"Enhancing the Quality of Life of a Senior"

March 2026

Hours of Operation:
Mon.- Fri. 8 am-7 pm
Sat. 9 am— 12 pm
Sun. 2-5 pm

(910) 433-1248

Matter of Balance

Falls Prevention Class. This award winning program is designed to reduce the fear of falling and increase the activity levels of older adults who have concerns about falls. Pre-registration is required and participants must commit to attending at least 6 of 8 class sessions.
55+; Wed.; March 4, 11, 18, 25 & Thurs.; March 5, 12, 19, 26; 1-3pm; Free

Memory Screening & Dementia Education

Alzheimer's Foundation of America's National Memory Screening Program provides simple and safe "healthy brain check-ups", Pre-registration is required; Appointments run approximately 30 minutes.
55+;Tuesday, March 10; 9am-12pm; Free

Aqua Zumba with Deesh!

Get Ready to Splash, Sweat, & Smile! Pre-registration is required. Please note: on these dates, pool will be closed until 9:45 am.

55+; Thurs., March 5, April 9, & May 7: 8:30-9:30 am; Free

All White Affair

Welcome to the All White Affair! Get ready to dress to impress in your finest white attire for a night of elegance and fun. Light refreshments. Tickets on sale Feb. 16-March 13. Fri., March 20: 4-7 pm; $25 residents/$50 non-residents

Save the Dates!

Health & Information Seminars presented by Mid-Carolina Regional Council

4th Wed. of Every Month; 10am-1pm; Memory Cafe

Tues., March 3; 10-11 am; Diabetes Education Workshop with Life Cycle of Change

Wed., March 11; 9 am-12 pm: Legal/Financial Aspects of Aging with Legal Aid of NC

Mon., March 30; 10a-1p; Advance Care Directives Seminar

Wed., April 8; 9 am-12 pm: Adult Mental Health with Alliance Behavioral Health

Mon., May 11; 10 am-1 pm; Huntington's Disease Workshop

Wed., May 13, 9 am-12 pm; Aging & Your Mental Health



Fit 4 Life Essential Nutrition

Wed.; March 18– Food Addiction 911
Wed.; April 15-Revamp Your Kitchen
Wed.; May 20-Immune Boosters
55+; 10am; $10/resident or $20/non-resident; Pre-Registration Required

Cooking 4 Fitness

Inspiring change with cooking! This class will empower you to cook at home for your health & well-being.

Thurs., March 12: Healthy Crockpot Creations

Thurs., April 9-Not Just Another Sandwich Making Class

Thurs., May 7: Tacos + More
55+; 10 am-12 pm; $10/resident or $20 non-resident; Pre-Registration Required

Lake Rim Senior Kayaking

Sign up for this popular program early! Spaces are limited. Meet at the boat ramp at the park across from the fish hatchery. Registration begins Mon., March 2.
55+; Tues.; April 28; 10 am-12 pm; $5 residents/$10 non-residents



Art Council Workshop 10am—12pm

Mon.; March. 2; Song Writing
Mon.; March. 9 Drumming w/Living Rhythms
Mon.; March. 16; Journey Through Rhythms
Mon.; March. 23; Making Instruments from recycled materials. 55+; Pre-registration Required

National Walking Day

Our Fourth Annual National Walking Day! Celebrate the easiest way to be the healthiest version of you! Snacks & water will be provided. We will walk the trails at Lake Rim Park, but will meet at the Bill Crisp Senior Center to sign in.

55+; Wed., April 1: 8:30-11 am; Free

Medicare 101-Learn About Each Part of Medicare

Sponsored by Blue Cross Blue Shield
March 2: Part A *April 6: Part B*
May 4: Part C *June 1: Part D*
55+; 1st Mon.; 1-3pm; Free; Sign up month prior to each class; limited spots available.

Technology Seminars by Cumberland County Library
3rd Wed.; March 18; 11:30am; Artificial Intelligence for All
3rd Thurs.; March 19; 2pm; Smartphone Basics
Mon.; March 30: 1-5pm; Digital Preservation Lab
55+; Pre-Registration Required; Free

Belinda Jackson
Belindajackson@FayettevilleNC.gov
Brian Gaskell
Briangaskell@FayettevilleNC.gov
Last Updated: 02/6/2026

FAYETTEVILLE PARKS & RECREATION CUMBERLAND CO.

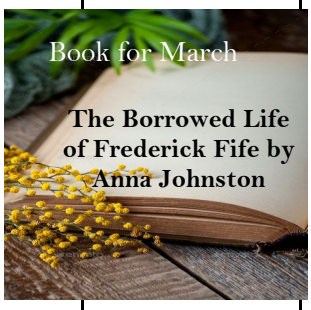
Bill Crisp Senior Center
7560 Raeford Road
www.fcpr.us

March 2026 Weekly Activities

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
2 8:30-9:30a Aerobics 8:30-9:30a Aqua Fitness 9-11a Why Knot Knit & Crochet 1-3p Medicare Seminar 1-5p Bid Whist 3-5p Cricut 5-6 p Kettlebell Training 6-7p Gentle Yoga w/mat	**3** *Election Day* 10a-1p Bingo-*Canc.* 10-11a Diabetes Sem. 11a-12p Cardio Drum 1-3p Maribel's Hem & Stitch 1-5:30p Spades 2-4p Scrabble 5:30-7p Line Dance	**4** 8:30-9:30a Aerobics 8:30-9:30a Aqua Zumba 8:30-11a Quilt & Patch 2-5:30p Pokeno 5-6p Water Works 5-6p Kettlebell Training 6-7p Zumba	**5** 8:30-9:30 Aqua Zumba with Deesh 9-11a Bible Study 11a-1p Pinochle 11a-12p Cardio Drum 1-4p Mahjong 2-5p Bingo 4-6p Hem & Stitch 5:30-6:30 B. Dance	**6** 10-11a Chair Fit. Frenzy 10a-12p Book Club (1st) 1-4p Bid Whist 2-4p Scrabble 4:30-6p Senior Happy Hour	**7** 9—11:30a Open Swim 9-11:45a Fitness Room	**8** 2-4:30 pm Lap Swim 2-4:45p Fitness Room
9 8:30-9:30a Aerobics 8:30-9:30a Aqua Fitness 9-11a Why Knot Knit & Crochet 1-5p Bid Whist 1-5p Digital Pres. Lab 3-5p Cricut 5-6p Kettlebell Training 6-7p Gentle Yoga w/mat	**10** 9a-12p Memory Screenings 10a-1p Bingo 11a-12p Cardio Drum 1-2p Maribel's Hem & Stitch 1-5:30p Spades 2-4p Scrabble 5:30-7p Line Dance	**11** 8:30-9:30a Aerobics 8:30-9:30a Aqua Zumba 9-11a Quilt & Patch 9a-12p Legal/Financial Sem. 1-2p Fitness Equip. Orient 2-5:30p Pokeno 5-6p Water Works 5-6p Kettlebell Training 6-7p Zumba	**12** 9-11a Bible Study 10:30a-12:30p-Cooking Class 11a-1p Pinochle 11a-12p Cardio Drm 1-4p Mahjong 1:30-4:30p Yahtzee 2-5p Bingo 4-6p Hem & Stitch 5:30-6:30p Ballroom Dance	**13** 10-11a Chair Fitness Frenzy 1-4p Bid Whist 2-4p Movie Time 2-4p Scrabble 4:30-6p Senior Happy Hour	**14** 9—11:30a Open Swim 9-11:45a Fitness Room 9:30-11:30 Paint & Sip (2nd)	**15** 2-4:30 pm Lap Swim 2-4:45p Fitness Room
16 8:30-9:30a Aerobics 8:30-9:30a Aqua Fitness 9-11a Why Knot Knit & Crochet 1-5p Bid Whist 3-5p Cricut 5-6p Kettlebell Training 6-7p Gentle Yoga w/mat	**17** 10a-1p Bingo 11a-12p Cardio Drum 1-3p Maribel's Hem & Stitch 1-5:30p Spades 2-4p Scrabble 5:30-7p Line Dance	**18** 8:30-9:30a Aerobics 8:30-9:30a Aqua Zumba 9-11a Quilt & Patch 10a-12p Nutrition Class 11:30a-12:30p Tech. Semi AI for All (3rd) 2-5:30p Pokeno 5-6p Kettlebell Training 5-6p Water Works 6-7p Zumba	**19** 9-11a Bible Study 11a-1p Pinochle 11a-12p Cardio Drum 1-4p Mahjong 1:15-1:45p Sound Bath (3rd) 2-3p Tech. Sem Smartphone Basics 3rd) 2-5p Bingo 4-6p Hem & Stitch 5:30-6:30p Ballroom Dance	**20** 10-11a Chair Fitness Frenzy 12-1p Lunch w/ Medicare Benefit Advisor (3rd) 1-4p Bid Whist-*Canc.* 2-4p Scrabble 4-7p All White Affair 4:30-6p Sr Happy Hr.-*Canc.*	**21** 9—11:30a Open Swim 9-11:45a Fitness Room 9:30-11:30 am Sewing 101 (3rd)	**22** 2-4:30 pm Lap Swim 2-4:45p Fitness Room
23 8:30-9:30a Aerobics 8:30-9:30a Aqua Fitness 9-11a Why Knot Knit & Crochet 1-5p Bid Whist 3–5p Cricut 5-6p Kettlebell Training 6-7p Gentle Yoga w/mat	**24** 10a-1p Bingo 11a-12p Cardio Drum 1-3p Maribel's Hem & Stitch 1-5:30p Spades 2-4p Horticulture 2-4p Scrabble 5:30-7p Line Dance	**25** 8:30-9:30a Aerobics 8:30-9:30a Aqua Zumba 9-11a Quilt & Patch 1-2p Fitness Equip. Orient 2-5:30p Pokeno 3-5p Birthday Club 5-6p Kettlebell Trng 5-6p Water Works 6-7p Zumba	**26** 9-11a Bible Study 11a-1p Pinochle 11a-12p Cardio Drum 1-4p Mahjong 1:30-4:30p Yahtzee 2-5p Bingo 4-6p Hem & Stitch 5:30-6:30p Ballroom Dance	**27** 10-11a Chair Fitness Frenzy 11a-Diners Club-Jason's Deli, 2707 Freedom Parkway Drive 1-4p Bid Whist 2-4p Scrabble 4:-6p Karaoke	**28** 9—11:30a Open Swim 9-11:45a Fitness Room	**29** 2-4:30 pm Lap Swim 2-4:45p Fitness Room
30 8:30-9:30a Aerobics 8:30-9:30a Aqua Fitness 9-11a Why Knot Knit & Crochet 1-5p Digital Pres.Lab 1-5p Bid Whist 3–5p Cricut 5-6p Kettlebell Training 6-7p Gentle Yoga w/mat	**31** 10a-1p Bingo 11a-12p Cardio Drum 1-3p Maribel's Hem & Stitch 1-5:30p Spades 2-4p Scrabble 5:30-7p Line Dance					

Park Ranger Chat

April 1: Weird & Wonderful NC
June 3: Marvels of Moths
55+; 1st Wed; 1-2 pm; Free



Movie Time

March 13: Sister Act
April 10: The Odd Couple
55+; 2-4 pm; Free;
Pre-registration required

FAYETTEVILLE NC
CITY MANAGER'S OFFICE

To: Mayor and City Council
Thru: Douglas J. Hewett, ICMA-CM, City Manager
From: Chris Williams, Management Analyst
Date: March 23, 2026
RE: Senior Technology Literacy Initiative

Purpose
The purpose of this administrative report is to provide a response regarding the agenda item, "*Senior Technology Literacy Initiative*."

Discussion
This agenda item considers opportunities to expand technology learning resources for older adults within City senior and recreation centers. Staff reviewed existing programming, potential partnerships with community organizations, and operational considerations related to device availability and technology access. Outreach included coordination with internal departments and community partners to identify existing resources and explore potential opportunities to expand technology learning access for seniors.

Key Findings
Staff review has identified the following:

1. Existing Technology Programming
Technology classes are currently offered twice a month at Bill Crisp Senior Center and Senior Center East, in partnership with the Cumberland County Library. Recurring sessions are held on the third Wednesday and third Thursday of each month, with additional special offerings scheduled periodically.

2. IT Equipment Considerations
IT has noted that several policy and operational issues are currently being evaluated regarding the disposition of used City technology equipment. These include alignment with North Carolina General Statutes governing surplus property, identification of devices acquired through grant funding that cannot be resold or donated, and evaluation of alternative methods for managing surplus equipment beyond the City's current GovDeals process.

In the interim, IT is exploring the procurement of approximately 15-20 devices that could be placed under the oversight of Parks and Rec for controlled deployment within recreation facilities, with particular emphasis on senior centers. Providing City-managed devices through Parks and Rec may offer a more consistent and manageable approach for technology instruction than relying on donated equipment, which can vary significantly in condition, compatibility, and support requirements.

3. Broader Community Coordination Efforts
Previously, ECD has previously implemented successful technology programming at other

recreation centers with support from nonprofits and the library and is evaluating options to expand access for additional community members. These offerings, while not exclusively for seniors, would remain open to older adults.

Staff also spoke with FCYC to discuss potential intergenerational technology learning opportunities. One concept discussed involved youth participants developing a six-module technology curriculum that could be delivered to seniors through structured sessions at recreation or senior centers. Preliminary feedback suggested that summer programming, particularly Saturday sessions, may provide the greatest participation. If successful, this model could also create opportunities for youth leadership development and potential youth employment pathways.

Finally, staff contacted the Cumberland County Council on Older Adults organization to explore potential collaboration related to technology learning opportunities for seniors. The goal of this coordination is to further identify community needs and ways to improve outreach to seniors who may benefit from available programming. These discussions are ongoing as staff continue evaluating potential partnership opportunities.

Recommendation
Staff recommends coordinating, supporting and strengthening existing senior education programs in the community. Efforts to align the work of the Cumberland County Library, the Cumberland County Council on Older Adults and City departments and services will ensure all seniors have access to resources and courses for technology literacy and a variety of other items. Specific action items include the below:

1. Coordinate existing senior technology literacy programming at Senior Center East, Bill Crisp Senior Center and the Cumberland County Library along with reviving programming offered by Economic and Community Development.
2. Authorize the City's IT department to acquire additional devices to be used for courses and in the senior centers as needed. Continue reviewing and making adjustments to relevant policies to allow disposition of assets.
3. Support FCYC in development of intergenerational learning program where FCYC students design and deliver technology literacy programs at the senior centers and in partnership with other local senior service organizations.
4. Continue conversation with the CCCOA to determine how the City can support and align with their outreach and education.

At Council's direction, this item can be sent to a future work session to take action on the above recommendations.

City of Fayetteville

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

City Council Action Memo

File Number: 26-0188

Agenda Date: 3/23/2026 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 12.02

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

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

FROM: **Dr. Andrew Mansell, CMO Special Projects**

DATE: **March 23, 2026**

RE:
PSA Campaign Options for Firearm Safety and Responsible Gun Storage
Annexation

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
GOAL I: The City of Fayetteville will be a safe and secure community
• Objective 1.3: To ensure low incidence of property and violent crime
Goal IV: The City of Fayetteville will be a desirable place to live, work, and recreate
• Objective 4.5: To ensure a place for people to live in great neighborhoods

Executive Summary:
At the direction of City Council, staff explored options for implementing a public awareness campaign focused on firearm safety and responsible gun storage. Potential outreach opportunities include public messaging coordinated through the City's Marketing and Communications team, community engagement events in partnership with the Fayetteville Police Department, and participation in NC S.A.F.E. (Secure All Firearms Effectively) Week through the Office of Community Safety. These options provide multiple avenues to promote responsible firearm storage and reinforce community safety messaging. Should Council wish to proceed, staff can return with a proposed implementation plan, including campaign details, event coordination, and associated costs based on the option(s) selected.

Background:
City Council previously directed staff to research potential costs and options for implementing a public awareness campaign focused on firearm safety and responsible gun storage. The request was intended to identify opportunities to promote responsible firearm storage practices through public education, community partnerships, and existing City outreach efforts.

Issues/Analysis:
Marketing and Communications Outreach- The City's Marketing and Communications (MarCom) team has identified several communication channels that

could support a public awareness campaign promoting responsible firearm storage.

Local Radio- Through the City's FY26 contract with Cumulus Media, messaging could be placed on the following stations: WFNC AM 640, Magic 106.9, Rock 103, and Q98. Additional stations operated by Beasley Media Group could also be considered if expanded coverage is desired.

Digital Advertising- Digital advertising opportunities could include placements through local platforms such as CityView and targeted advertisements through the City's social media channels.

Digital Billboards- Digital billboard placements across the city could provide high-visibility messaging. Potential locations are included in the attached materials.

City Communication Channels- The City could also utilize FayTV/Spectrum Channel 7, the City Manager's E-Newsletter, and official social media platforms. Short video messages from Council Members or community partners could also be shared through these channels to reinforce the campaign message.

Fayetteville Police Department Community Events The Fayetteville Police Department has agreed to support the campaign by incorporating firearm safety messaging into its community movie night events. These events provide an opportunity to share responsible firearm storage information with residents in a family-friendly setting while reinforcing broader community safety messaging. Staff will coordinate with the department to incorporate appropriate messaging and educational materials during these events.

Office of Community Safety - NC S.A.F.E. Week Partnership The Office of Community Safety (OCS) has identified an opportunity to expand firearm safety education by partnering with NC S.A.F.E. (Secure All Firearms Effectively) Week. This statewide initiative, held each June, promotes responsible firearm storage and public education aimed at reducing firearm-related injuries and deaths.

By aligning with this initiative, OCS can participate in community safety events, distribute educational materials, and collaborate with community partners to increase awareness of responsible firearm storage practices. NC S.A.F.E. provides ready-made educational resources covering topics such as proper firearm storage, guidance for parents and youth, suicide prevention warning signs, and general firearm safety information.

Budget Impact:

N/A

Options:

1. Receive the report.
2. Request additional discussion at a future work session.

Recommended Action:

For information only, no action required unless Council pulls for Work Session.

Attachments:

FY26 Lamar Advertising Placement

Raleigh
5200 Atlantic Ave
Raleigh, NC 27616
Phone: 919-755-1900
Fax:

LAMAR

CONTRACT # 5085053

Date: 6/13/2025
New/Renewal: RENEWAL
Account Executive: Donna Russell
Phone: 919-755-1900

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	292312-3
Name	CITY OF FAYETTEVILLE
Address	433 HAY ST
City/State/Zip	FAYETTEVILLE, NC 28301-5537
Contact	ANNE LAURIE
Email Address	annelaurie@fayettevillenc.gov
Phone #	(910) 433-1451
Fax #	
P.O./ Reference #	
Advertiser/Product	MARKETING & COMMUNICATIONS
Campaign	2025-2026 Digital Billboard Campaign

Space

# of Panels: 29 — Billing Cycle: Every 4 weeks

Panel # / TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
9612 30637972	429-CUMBERLAND, NC	945 PAMALEE DR. .1MI N/O BRAGG	Yes	Digital Bulletin	10' 6" x 36' 0"		07/14/25-08/10/25	1	$175.00	$175.00
9619 30820320	429-CUMBERLAND, NC	2785 Owen Dr. .4 Miles N/O US 301 HWY	Yes	Digital Poster	12' 0" x 25' 0"		07/14/25-08/10/25	1	$716.00	$716.00
11326 30969924	429-CUMBERLAND, NC	5517 Raeford Rd	Yes	Digital Bulletin	10' 6" x 36' 0"		07/14/25-08/10/25	1	$175.00	$175.00
3105 7406278	429-CUMBERLAND, NC	LOCATED AT 2221 ROBESON STREET FAYETTEVILLE NC FACING SOUTH / LEFT HAND READ	Yes	Digital Bulletin	10' 0" x 30' 0"		08/11/25-09/07/25	1	$175.00	$175.00
6481 30830030	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"		08/11/25-09/07/25	1	$716.00	$716.00
9603 30599835	429-CUMBERLAND, NC	1100 RAMSEY ST. , .1MI N/O MLK	Yes	Digital Bulletin	10' 6" x 36' 0"		08/11/25-09/07/25	1	$175.00	$175.00
4588 30448413	429-CUMBERLAND, NC	3813 RAEFORD RD .2 MILE S/O ALL AMERICAN	Yes	Digital Bulletin	10' 6" x 36' 0"		09/08/25-10/05/25	1	$175.00	$175.00
6480 30830029	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"		09/08/25-09/21/25	1	$67.00	$67.00
9625 30656823	429-CUMBERLAND, NC	6309 BRAGG BLV.	Yes	Digital Poster	12' 0" x 25' 0"		09/08/25-10/05/25	1	$716.00	$716.00
9605 30599837	429-CUMBERLAND, NC	YADKIN RD E/S 100 FT S/O SANTEE DR F/N	Yes	Digital Bulletin	10' 6" x 36' 0"		10/06/25-11/02/25	1	$175.00	$175.00
9610 30637970	429-CUMBERLAND, NC	2785 OWEN DRIVE .4MI N/O US301	Yes	Digital Poster	12' 0" x 25' 0"		10/06/25-11/02/25	1	$716.00	$716.00
6481 30830030	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"		11/03/25-11/30/25	1	$716.00	$716.00
11325 30972856	429-CUMBERLAND, NC	1939 Skibo Road	Yes	Digital Bulletin	10' 6" x 36' 0"		11/03/25-11/30/25	1	$175.00	$175.00
9619 30820320	429-CUMBERLAND, NC	2785 Owen Dr. .4 Miles N/O US 301 HWY	Yes	Digital Poster	12' 0" x 25' 0"		12/01/25-12/28/25	1	$716.00	$716.00
11326 30969924	429-CUMBERLAND, NC	5517 Raeford Rd	Yes	Digital Bulletin	10' 6" x 36' 0"		12/01/25-12/28/25	1	$175.00	$175.00
3105 7406278	429-CUMBERLAND, NC	LOCATED AT 2221 ROBESON STREET FAYETTEVILLE NC FACING SOUTH / LEFT HAND READ	Yes	Digital Bulletin	10' 0" x 30' 0"		12/29/25-01/25/26	1	$175.00	$175.00
9625 30656823	429-CUMBERLAND, NC	6309 BRAGG BLV.	Yes	Digital Poster	12' 0" x 25' 0"		12/29/25-01/25/26	1	$716.00	$716.00
5006 30497737	429-CUMBERLAND, NC	2058 OWEN DRIVE, 1.5 MILES W/O US 301	Yes	Digital Bulletin	10' 6" x 36' 0"		01/26/26-02/22/26	1	$175.00	$175.00
6480 30830029	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"		01/26/26-02/22/26	1	$716.00	$716.00
4587 30448412	429-CUMBERLAND, NC	ALL AMERICAN EXP .2 MILE N/O YADKIN RD.	Yes	Digital Bulletin	10' 6" x 36' 0"		02/23/26-03/22/26	1	$175.00	$175.00
9610 30637970	429-CUMBERLAND, NC	2785 OWEN DRIVE .4MI N/O US301	Yes	Digital Poster	12' 0" x 25' 0"		02/23/26-03/22/26	1	$716.00	$716.00

INITIALS _____



Raleigh
5200 Atlantic Ave
Raleigh, NC 27616
Phone: 919-755-1900
Fax:

LAMAR

CONTRACT # 5085053

Date: 6/13/2025
New/Renewal: RENEWAL
Account Executive: Donna Russell
Phone: 919-755-1900

9608 30599840	429-CUMBERLAND, NC	RAEFORD RD. NEAR 71ST SCHOOL	Yes	Digital Bulletin	10' 6" x 36' 0"	03/23/26-04/19/26	1	$175.00	$175.00
9625 30656823	429-CUMBERLAND, NC	6309 BRAGG BLV.	Yes	Digital Poster	12' 0" x 25' 0"	03/23/26-04/19/26	1	$716.00	$716.00
4590 30448414	429-CUMBERLAND, NC	3813 RAEFORD RD .2 MILE S/O ALL AMERICAN	Yes	Digital Bulletin	10' 6" x 36' 0"	04/20/26-05/17/26	1	$175.00	$175.00
6480 30830029	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"	04/20/26-05/17/26	1	$716.00	$716.00
9605 30599837	429-CUMBERLAND, NC	YADKIN RD E/S 100 FT S/O SANTEE DR F/N	Yes	Digital Bulletin	10' 6" x 36' 0"	05/18/26-06/14/26	1	$175.00	$175.00
9619 30820320	429-CUMBERLAND, NC	2785 Owen Dr. .4 Miles N/O US 301 HWY	Yes	Digital Poster	12' 0" x 25' 0"	05/18/26-06/14/26	1	$716.00	$716.00
6481 30830030	429-CUMBERLAND, NC	738 REILLY RD. .1MI N/O CLIFFDALE	Yes	Digital Poster	12' 0" x 25' 0"	06/15/26-07/12/26	1	$716.00	$716.00
9617 30599843	429-CUMBERLAND, NC	RAEFORD RD.NEAR 71ST SCHOOL	Yes	Digital Bulletin	10' 6" x 36' 0"	06/15/26-07/12/26	1	$175.00	$175.00

Total Space Costs: $12,000.00

Special Considerations: **This contract is a partnership between TLC Properties I, LLC dba Lamar Advertising and the City of Fayetteville. TLC Properties will provide on a space available basis digital billboard display at $175.00(below market rate) per 4 weeks per slot as outlined in our contract. The digital display on the poster digital billboards(6480; 6481; 9610, 9619 and 9625) is not space available, however, is at a reduced rate.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Chief of Staff
(Officer/Title)
of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer: CITY OF FAYETTEVILLE

Signature: _____
(signature above)

Name: _____
(print name above)

Date: _____
(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Donna Russell | GENERAL MANAGER | DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

INITIALS _____

City of Fayetteville

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

City Council Action Memo

File Number: 26-0189

Agenda Date: 3/23/2026 **Version:** 3 **Status:** Agenda Ready

In Control: City Council Regular Meeting **File Type:** Administrative Reports

Agenda Number: 12.03

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

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

FROM: **Dr. Andrew Mansell, CMO Special Projects**

DATE: **March 23, 2026**

RE:
Expanding Water and Sewer Assessment Assistance Program- Phase V Annexation

COUNCIL DISTRICT(S):
District 6, 7, and 8

Relationship To Strategic Plan:
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.
Objective 2.2: To invest in community places to ensure revitalization and increase quality of life
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.
Objective 3.2: To manage the City's future growth and strategic land use
GOAL IV: The City of Fayetteville will be a desirable place to live, work and recreate.
Objective 4.5: To ensure a place for people to live in great neighborhoods

Executive Summary:
City Council is asked to receive the following staff report regarding the feasibility of expanding eligibility for the City's Water and Sewer Assessment Assistance Program associated with the Phase V Annexation Area where the Public Works Commission is currently expanding utility infrastructure.

Background:
In the spring of 2008, the City of Fayetteville and the PWC Board adopted an agreement that would extend sewer service to approximately 8,000 parcels in what has been called the Phase V Annexation area. The plan is based on septic system repairs/failures, age of structures, percentage of improved lots without sewer, availability of existing approach mains, and lot density. Construction started in 2010 with a plan to install sewer service to approximately 500 lots per year until the scheduled completion in 2037. The Phase V Annexation area represents the final phase of PWC's infrastructure expansion of the City's utility infrastructure expansion.
Residents who were annexed into the City in 2006 have not yet received the utility infrastructure. Council has requested that staff evaluate options for expanding the City's sewer connection assistance program to allow additional households to qualify for financial assistance.

Specifically, Council requested that staff examine increasing the income eligibility threshold from the current program levels to up to 120 percent of Area Median Income in order to support additional sewer connections and potentially accelerate Phase V completion.

Issues/Analysis:

The City's sewer connection assistance programs were historically funded through the Department of Housing and Urban Development's Community Development Block Grant (CDBG) funding. For the past several years, this program has been funded through the Economic and Community Development's (ECD) General Fund budget. Most community development programs require the city to assist persons of low to moderate income.
The City Attorney's Office has reviewed the program and confirms that the City may expand eligibility above the current 80 percent AMI threshold when local funds are used. As a result, the City could expand eligibility for sewer connection assistance up to 120 percent of Area Median Income if local funding were increased to support the program. Expanding eligibility may allow additional households to connect to the sewer system and could help accelerate the completion of Phase V infrastructure improvements.

Budget Impact:

Implementing an expanded eligibility program would require the appropriation of General Fund dollars and could be considered as part of the upcoming fiscal year budget process. Expanding the program to households earning up to 120 percent of Area Median Income would require the use of local funding sources.
Council previously discussed allocating approximately $250,000 to support additional sewer connections under an expanded eligibility structure. At this time, only $20,000 of General Fund resources are budgeted for this purpose. If Council wishes to proceed with the program expansion, funding would need to be considered as part of the next fiscal year budget process.

Options:

1. Receive the report.
2. Do not receive the report and provide further direction to staff.

Recommended Action:

For information only, no action required unless Council directs staff to include an upcoming City Council Work Session.

Attachments:

N/A