



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, January 12, 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

7.0 PUBLIC FORUM

8.0A CONSENT AGENDA

8.0A1 [26-0020](#)

Approve Meeting Minutes:
December 8, 2025 - Discussion of Agenda Items
December 8, 2025 - Regular

Recommendation: Approve the draft minutes.

8.0A2 [26-0027](#)

Approve Rescheduling of the Strategic Planning Retreat

Recommendation: Approve the cancellation of the January 20-21, 2026, Strategic Planning Retreat and call a special meeting for February 3-4, 2026.

8.0A3 [26-0007](#)

Consider Proposed Clerical Amendments to Appeal Ordinances

Recommendation: Staff recommends that Council adopt all changes.

8.0A4

[26-0010](#)

Approve P25-55: A request to rezone 4.21 acres at 3829 Distribution Drive, 3701 Distribution Drive, and an adjacent parcel (PINs 0429429042000, 0429510930000, and 0429211745000), owned by Healy Wholesale Co Inc., to Light Industrial (LI).

Recommendation:

The Professional Planning Staff and the Zoning Commission recommend that City Council approve the proposed map amendment from Community Commercial (CC) to Light Industrial (LI) for approximately 4.21 acres located at 3829, 0, and 3701 Distribution Drive (Healy Wholesale Co., Inc.), based on the following findings:

* Policy Consistency: The Future Land Use Plan identifies this area as an Employment Center, which is intended to accommodate office, industrial, warehousing, and distribution uses in locations already served by robust transportation and utility infrastructure. The LI district directly implements this designation by formalizing and reinvesting in an existing wholesale/distribution operation within an established employment corridor, consistent with land use policies that focus value and investment around infrastructure and strategic nodes and promote compatible economic and commercial development in key areas. The request also advances the FY2025 Strategic Plan's goals for a diverse and viable economy (Goal II) and city investment planning (Goal III) by supporting reinvestment, job retention, and tax-base growth in a designated employment area.

* Contextual Appropriateness: The rezoning is contextually appropriate given the existing and surrounding land use pattern along Distribution Drive. The subject property is already developed and operated as a beer and wine distribution campus, is flanked by other LI-zoned industrial uses to the northwest and southeast, and is buffered at the rear by a rail corridor and additional commercial/industrial properties, with residential uses located across Distribution Drive on the opposite side of the street. The LI district includes enhanced setback and separation standards where industrial uses abut residential zoning, which, together with Article 30-5 Development Standards, will help ensure that any redevelopment of the site remains compatible with nearby homes and maintains appropriate visual and operational buffers.

* Public Interest: The proposed map amendment serves the public interest by allowing the modernization and more efficient redevelopment of a long-standing local distribution business within a fully serviced employment corridor, thereby supporting job retention, potential employment growth, and continued private investment in the City's industrial tax base. Because the site is already served by public water and sewer and is located near existing major transportation infrastructure, the rezoning leverages prior public investment rather than requiring new extensions of urban services, in line with adopted land use and strategic planning guidance.

- 8.0A5** [25-5067](#) Addition of Certain Streets to the City of Fayetteville System
- Recommendation:** Staff recommends that Council accept the attached list of streets and drainage systems located within the street rights-of-way for inclusion in the City's system of streets.
- 8.0A6** [26-0029](#) Authorize Aubrey Hills Apartments Affordable Housing Loan Subordination
- Recommendation:** Staff recommends that Council move to authorize the subordination, execution, and filing of amended loan documents.
- 8.0A7** [26-0030](#) Adoption of Special Revenue Fund Project Ordinance 2026-12 to Appropriate the ICMA Economic Mobility and Opportunity Special Assistants Program Grant Award
- Recommendation:** Staff recommends that Council move to adopt Special Revenue Fund Project Ordinance 2026-12 to appropriate budget for the ICMA EMO Special Assistants Grant.
- 8.0A8** [26-0001](#) Adopt Resolution Providing for the Sale and Issuance of \$ 40,000,000 General Obligation Public Improvement Bonds Series 2026 Non-Taxable for Public Infrastructure (\$25 Million) and Public Safety (\$15 million)
- Recommendation:** Staff recommends the adoption of the resolution as presented.
- 8.0A9** [26-0015](#) Adopt Revised Resolution to Appointment Deputy Finance Officers for the Purpose of Signing Purchase Orders, Checks, Contracts and Agreements
- Recommendation:** Adopt the resolution designating the Assistant CFO - Procurement and Assistant CFO - Financial Reporting as deputy finance officers for the purpose of signing purchase orders, contracts, agreements, and checks, and acting as designees in the Chief Financial Officer's absence.
- 8.0A10** [26-0025](#) PWC Recommendation - Approve Construction Award for the Re-advertised Water Main Replacement & Rehabilitation
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council approve the construction award recommendation for the Re-advertised Water Main Replacement and Rehabilitation to Insituform Technologies LLC, Southington, CT, the lowest responsive and responsible bidder, and in the best interest of PWC, for the total amount of \$8,979,370.00, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0B ITEMS PULLED FROM CONSENT

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 [26-0022](#) Accept the Audit Committee Annual Report to City Council

Recommendation: Accept the report as presented.

10.0 STAFF REPORTS

10.01 [26-0028](#) Receive the FY26 2nd Quarter Strategic Performance Report

Recommendation: City Council accept the FY26 2nd Qtr. Strategic Performance Report.

11.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

CLOSING REMARKS

POLICY REGARDING CITY COUNCIL MEETING PROCEDURES

SPEAKING ON A PUBLIC AND NON-PUBLIC HEARING ITEM

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

COUNCIL MEETING WILL BE AIRED

January 12, 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.



Five Council Strategic Priorities





City of Fayetteville

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

City Council Action Memo

File Number: 26-0020

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A1

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: January 12, 2026

RE:

Approve Meeting Minutes:

December 8, 2025 - Discussion of Agenda Items

December 8, 2025 - 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:

Two sets of draft minutes

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FAYETTEVILLE CITY COUNCIL DISCUSSION OF AGENDA ITEMS MEETING MINUTES ST. AVOLD CONFERENCE ROOM, CITY HALL DECEMBER 8, 2025 5:30 P.M.

Present: Mayor Mitch Colvin;

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

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Roberto Bryan, Jr., Police Chief
Kevin Dove, Fire Chief
Sheila Thomas-Ambat, Public Services Director
John Jones, Office of Community Safety Director
Loren Bymer, Marketing & Communications Manager
Chris Cauley, Economic and Community Development Director
Brian McGill, Public Services Assistant Director
Craig Harmon, Senior Planner
Jacqueline Abbott, Community Relations Manager
Kecia Parker, Real Estate Manager
Jennifer Ayre, City Clerk
Members of the Public

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

Mayor Colvin asked the Council to review the regular agenda for the December 8, 2025, meeting.

Mayor Colvin reviewed the public forum speakers.

Council Member McMillan stated he would like to make three announcements during announcements and recognitions. The Long March for Unity and Justice on December 13, 2025, at 12:30 p.m., Holy Trinity Episcopal Church, 1601 Raeford Road; the next Youth Night Out is scheduled for December 22, 2025, at 5:00 p.m.– 8:30 p.m., at Community Outreach Center, 651 Country Club Drive; and the Annual Kwanzaa Celebration on December 27, 2025, at 1:00 p.m. – 4:00 p.m. at Smith Recreation Center, 1520 Slater Avenue.

Council Member Davis stated he would like to announce the Fayetteville NEXT Annual Ugly Sweater Social at Segra Stadium on December 16, 2025, from 6:00 – 9:00 p.m.

Council Member Haire requested clarification regarding what land boundaries 730 Filter Plant Drive and if it is the filter plant on Item 8.0A5 - Approve P25-52: A request to conditionally rezone a portion of 730 Filter Plant Drive (0428906947000), consisting of 13.2 acres and owned by City of Fayetteville, from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ). Ms. Kelly Strickland, Assistant City Manager, stated it is just the land the filter plant is on, it is not the complete lake. Mr. Craig Harmon, Senior Planner, stated on the aerial map it is the part in the yellow hatching directly behind Bronco Square.

Council Member Hondros asked the City Clerk what the vote is for Mayor Pro Tem on the December 1, 2025, minutes under Item 8.0A1 - Approve Meeting Minutes: November 13, 2025 – Special, November 24, 2025 - Discussion of Agenda Items, November 24, 2025 – Regular, December 1, 2025 – Inauguration. Ms. Jennifer Ayre, City Clerk, stated the vote was 6-4.

Council Member Greene asked to pull Item 8.0A3 - Approve City Council Policies Review Committee Recommendation and add “deed in lieu of foreclosure option” as a way to acquire land for City Council Policy 155.1 and then approve. Council Member McMillan stated for City Council Policy 155.6, the process for leasing City property has room for improvement for transparency, accountability, and to protect from nepotism. Council Member McMillan

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recommended including additional mandatory public notice requirements, no early access, mandated multi-channel listings, and conflict of interest clause. Discussion ensued. Ms. Lachelle Pulliam, City Attorney, stated the conflict of interest is covered under statutes as well as the City's Code of Ethics. Ms. Pulliam stated if it is Council's interest, it could be moved to a Work Session or back to the Policy Committee for further discussion. Ms. Kecia Parker, Real Estate Manager, stated when properties are listed, they are listed locally, but not on real estate sites. There is an application process where checks are completed. Discussion ensued. Council Member McMillan stated he will request it be moved to a Work Session for further discussion.

Council Member Haire asked if Item 10.01 - Authorize the City Manager to Execute an Option to Purchase Agreement with JBS Developers and the Fayetteville Metropolitan Housing Authority for 6.32 ± Acres of the City's Catalyst 1 Site is low-income housing. Mayor Colvin stated it is 60-80% average monthly income (AMI). Discussion ensued if this is the best use for Catalyst Site 1. Mayor Colvin stated Catalyst Site 1 has been twenty years of promises and wants to encourage the people that live there to stay there and will leave multiple acres to develop. Dr. Douglas Hewett, City Manager, stated there will not be a presentation, but staff will show the site plan. Mr. Christopher Cauley, Economic and Community Development Director, stated these are new units that will be supported by project vouchers. All of the units will be below 80 percent (%) AMI, 11 units at 30% AMI, 56 units at 60% AMI and the remaining units at 80% AMI. This is based on the market housing needs that Housing Finance Agency studied. Dr. Hewett stated the Option to Purchase needs to be exercised by January 9, 2026, in order for the developer to apply for the grant loan. Council Member Hondros asked who did the appraisal. Ms. Pulliam stated the buyer hired someone to complete the appraisal and a review appraiser concurred, and it is not subject to the upset bid processes. Staff are still working on the agreement and once Council agrees, it must be published for 10 days, but because it is a private sale, it is just to notify the public.

CLOSED SESSION

MOTION: Council Member Hondros moved to enter into closed session for 143.18.11(a)(3) for attorney-client privilege on *City v. Brawley*
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

The regular meeting recessed at 6:02 p.m.

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

The meeting reconvened at 6:47 p.m.

There being no further business, the meeting adjourned at 6:47 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
120825

MITCH COLVIN
Mayor

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FAYETTEVILLE CITY COUNCIL REGULAR MEETING MINUTES COUNCIL CHAMBER, CITY HALL DECEMBER 8, 2025 6:30 P.M.

Present: Mayor Mitch Colvin;

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

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Finance Officer
Loren Bymer, Marketing and Communications Director
John Jones, Office of Community Safety Director
Brian McGill, Assistant Public Services Director
Sheila Thomas-Ambat, Public Services Director
Craig Harmon, Senior Planner
Christopher Cauley, Economic and Community Development Director
Kecia Parker, Real Estate Manager
Jacqueline Abbott, Community Relations Manager
Kimberly Toon, Purchasing Manager
Brook Redding, Senior Assistant to the City Manager
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:55 p.m.

2.0 INVOCATION

The invocation was offered by Pastor Angela Marks, of His Hands Outreach.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Ms. Ashanti Bennett, Cool Springs Downtown District announced the New Years Eve District Spectacular that is taking place on Wednesday, December 31, 2025, from 7:30 p.m. – 12:30 p.m. in Festival Park and will include the musical talent of Bubba Sparxxx, 702, and Yung Joc.

Council Member McMillan announced December 13, 2025, Long March for Unity and Justice at 12:30 p.m. at Holy Trinity Episcopal Church at 1601 Raeford Road. Council Member McMillan also announced there will be another Youth Night out from 5:00 p.m. – 8:30 p.m. at 651 Country Club Drive on December 22, 2025.

Council Member Haire announced December 27, 2025, will be the annual Kwanza Celebration from 1:00 p.m.- 4:00 p.m. at Smith Recreation Center, 1520 Slater Ave, and hosted by the UMOJA Group.

Council Member Davis announced that Fayetteville NEXT will have the Annual Ugly Sweater Social on December 16, 2025, at Segra Stadium and tickets are available on their social media page.

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5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager announced the Economic and Community Development Department has released its annual Notice of Funding Availability for federal Community Development Block Grant and Emergency Solutions Grants programs. These funds enable us to partner with nonprofits to expand public services, support economic opportunities, and enhance Fayetteville’s response to homelessness, continuing our efforts to improve quality of life for all residents. Applications are open through January 16, 2026, at 5:00 p.m., and we look forward to seeing thoughtful, community-focused proposals that move Fayetteville forward.

Dr. Hewett invited residents to Christmas in the Park, that is open to the public from 6:00 p.m.- 9:00 p.m. Sunday-Thursdays at Arnett Park, 2165 Wilmington Highway, Fayetteville, NC; Doug in the District will be held at the Arts Council, 301 Hay Street, on Tuesday, December 9, 2025, at 6:30 p.m. at the Arts Council Building; Fayetteville Outfront on Tuesday, December 16, 2025, at 6:30 p.m. at the FAST Community Room, 505 Franklin Street.

Dr. Hewett reminded residents that the Market House round-a-bout will be closed on Wednesday, December 10, 2025, to reinstall the clocks on the Market House tower.

City Hall will be closed December 25-26, 2025, and January 1, 2026, in observance of holidays.

6.0 APPROVAL OF THE AGENDA

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

7.0 PUBLIC FORUM

Ms. Lisette Rodriguez, 1701 Cherokee Dr., Fayetteville, NC, expressed the need for unity and transparency of the Council.

Ms. Angela Tatum, 404 Pilot Ave., Fayetteville, NC, expressed concerns regarding the Office of Community Safety and transparency.

Ms. Bobbie Burgess, 2108 Constitution Dr., Fayetteville, NC, expressed concerns regarding various community topics.

Mr. Joseph Schwab, 3009 Marcus James Dr., Fayetteville, NC, expressed concerns regarding protecting Fayetteville residents from federal overreach.

Ms. Ashlee Fields, 478 Wilder Dr., Fayetteville, NC, expressed concerns regarding safeguarding resident’s civil rights.

Ms. Arleen Fields, 5318 Hampton Rd., Fayetteville, NC, expressed concerns regarding prioritizing people over punishment.

Mr. Jose Cardona, 223 Addison St., Fayetteville, NC, expressed concerns regarding the rights of Cape Fear River and Chemours.

Mr. Kongchanh Khamone, 206 Campbell Ave., Fayetteville, NC, expressed concerns regarding the demolition of 206 Campbell Avenue.

8.0A CONSENT AGENDA

MOTION: Council Member Greene moved to approve the consent agenda with the exception of Item 8.0A3.
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

8.0A1 Approval of Meeting Minutes:
November 13, 2025 – Special
November 24, 2025 – Discussion of Agenda Items
November 24, 2025 – Regular
December 1, 2025 – Inauguration

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8.0A2 **Accept Certification of Results from the Cumberland County Board of Elections for the November 4, 2025, Municipal Election for Mayor and City Council Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9**

City Council accepted the official abstract of votes as received from the Cumberland County Board of Elections, certifying the number of votes received for each candidate as a result of the November 4, 2025, Municipal Election. The abstract of votes reflected the following:

<u>CANDIDATES</u>	<u>VOTES RECEIVED</u>
FOR MAYOR	
Mitch Colvin	12,566
Kathy Keefe Jensen	7,927
Write-in (Freddie de la Cruz)	260
Write-in (Tisha S. Waddell)	45
Write-in (Mario “Be” Benavente)	40
Write-in (Paul Williams)	20
FOR CITY COUNCIL	
<u>DISTRICT 1</u>	
Stephon Ferguson	1,122
James L. Thomas, III	835
<u>DISTRICT 2</u>	
Malik Davis	1,589
Gail Morfesis	730
<u>DISTRICT 3</u>	
Antonio Jones	1,462
Jeremy Wright	1,005
<u>DISTRICT 4</u>	
D. J. Haire	1,713
Stuart A. Collick	350
<u>DISTRICT 5</u>	
Lynne Bisette Greene	2,781
Write-In	6
<u>DISTRICT 6</u>	
Derrick Thompson	1,853
Kenneth E. Odegard II	543
<u>DISTRICT 7</u>	
Brenda McNair	1,695
Kathy A. Greggs	481
<u>DISTRICT 8</u>	
Shaun McMillan	1,327
Rodney E. Garvin	351
<u>DISTRICT 9</u>	
Deno Hondros	1,393
Joe McGee	754
Write-In	6

8.0A3 **PULLED FOR A SEPARATE VOTE**

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- 8.0A4 Approve P25-51: A request to conditionally rezone 5 parcels on Hillsboro Street (0437488315000, 0437488518000, 0437488512000, 0437488423000, 0437488219000), consisting of 1.58 acres and owned by Fayetteville Area Operation Inasmuch, from Mixed Residential 5 (MR-5) to Mixed Residential Conditional Zoning (MR-5/CZ)**

City Council approved the request to conditionally rezone five parcels along Hillsboro Street from Mixed Residential 5 (MR-5) to Mixed Residential 5 Conditional Zoning (MR-5/CZ). There are plans to develop the 5 properties into a residential development consisting of 16 single family houses. The conditional rezoning is necessary to allow for the development of multiple single-family houses on one lot, reduce the parking requirement, and reduce the rear yard setback to 25 feet. On November 12, 2025, the Zoning Commission held a legislative public hearing. The request is consistent with the City's adopted Future Land Use Plan which designates the area for Neighborhood Improvement and reasonable given the long-standing multifamily use of the property. The Commission voted 5-0 to recommend approval.

- 8.0A5 Approve P25-52: A request to conditionally rezone a portion of 730 Filter Plant Drive (0428906947000), consisting of 13.2 acres and owned by City of Fayetteville, from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ)**

City Council approved the request to conditionally rezone 13.2 acres of an overall 150.77-acre site at 730 Filter Plant Drive from Limited Commercial (LC) to Light Industrial Conditional Zoning (LI/CZ). The subject property is the site of the Glenville Lake Water Treatment Plant. The conditional rezoning is intended to address the non-conforming status of the water treatment plant site. The site was developed in 1942 prior to the adoption of the Unified Development Ordinance. The proposed conditional rezoning from LC to LI/CZ is consistent with the City of Fayetteville's 2040 Future Land Use Plan, which designates the site for Office and Institutional uses. The request is reasonable and in the public interest, as it ensures the ongoing operation of a vital public facility while bringing the property into compliance with current zoning standards. On November 12, 2025, the Zoning Commission held a legislative public hearing regarding this case. The commission voted 5-0 to recommend approval.

- 8.0A6 Approve P25-53: A request to rezone Unaddressed property at the intersection of Gardner and Hulon St. (0428397224000), consisting of 1.45 acres and owned by CRYSTAL POINT INVESTMENT SOLUTIONS LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5)**

City Council approved the request to rezone the 1.4-acre subject property, identified as Paradise Park, Lot 68 from Single Family Residential 6 (SF-6) to Mixed-Residential 5 (MR-5). The property is located within the established Paradise Park subdivision, which is characterized primarily by single-family residential development on similarly sized lots. The proposed rezoning is substantially consistent with the City's Future Land Use Plan which designates the property as Neighborhood Improvement (NIR).

- 8.0A7 Approval of Professional Service Contract Execution Recommendation for \$662,356 for Construction Administration for the Ivy & Lyon Road Storm Drainage and Utility Improvements Project**

City Council authorized the execution of an engineering services contract with Timmons Group, Inc., in the amount of \$662,356.00 for the construction administration of the Ivy & Lyon Road Storm Drainage and Utility Improvements Project. Timmons Group is the design firm and engineer of record for the construction drawings. They will provide Construction Administration Services, including daily Resident Project Representative duties as outlined in the construction contract.

- 8.0A8 Adopt Resolution of Support Authorizing to Apply for North Carolina Department of Commerce Rural Economic Development Grant for Benjamin Stout Real Estate Services, Inc.**

City Council adopted a resolution of support and authorized the City Manager to execute the grant application required for the substantial rehabilitation of a commercial facility located at 200 Green Street. The Economic and Community Development Department (ECD) and the Fayetteville-Cumberland Economic Development Corporation (FCEDC) is assisting Benjamin Stout Real Estate Services, Inc. with this project, which qualifies for the North Carolina Department of Commerce (NCDOC) Rural Economic Development - Building Reuse Grant, a

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program that supports the renovation of vacant or underutilized buildings that will result in new job creation.

The City of Fayetteville is requesting a \$80,000.00 Rural Economic Development Grant from the NCDOT for a building reuse grant for Benjamin Stout Real Estate Services, Inc. The company will undertake substantial renovations of property at 200 Green St; and in turn, guarantee the creation of 10 new full-time jobs. At least \$3,050,000.00 of qualified project expenditures are estimated to be made by Benjamin Stout Real Estate Services, Inc. to redevelop the property.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING THE CITY MANAGER TO APPLY FOR FUNDING THROUGH THE NORTH CAROLINA DEPARTMENT OF COMMERCE BUILDING REUSE PROGRAM FOR THE BEJAMIN STOUT REAL ESTATE SERVICES, INC. BUILDING REUSE PROJECT. RESOLUTION NO. R2025-045

8.0A9 Amend the History Museum Lease with the Fayetteville Area Convention & Visitors Bureau

City Council authorized the City Manager, upon approval of the City Attorney, to terminate the lease at the History Museum at 315 Franklin Street with Fayetteville Area Convention & Visitors Bureau also known as Distinctly Fayetteville.

8.0A10 Adopt Resolutions Declaring Four Parcels Off Blue Street and Murchison Road Surplus Property and Authorizing the Upset Bid Process and Sale of the Property

City Council adopted resolutions declaring four parcels off Blue Street and Murchison Road as surplus property. The Fayetteville Redevelopment Commission conveyed four parcels to the City of Fayetteville on October 18, 2007. The City has received bid amounts for each property in the amount of \$1,250.00. The City has never developed the property and has no plans to utilize the parcels. Ms. Deborah Woodfork submitted bid forms and deposits in the amount of \$62.50 for the subject properties.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-29-8078 OFF MURCHISON ROAD SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY. RESOLUTION NO. R2025-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-38-5829 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY. RESOLUTION NO. R2025-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-38-5836 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY. RESOLUTION NO. R2025-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA DECLARING PARCEL 0437-39-3071 OFF BLUE STREET SURPLUS PROPERTY AND AUTHORIZING THE UPSET BID PROCESS AND SALE OF PROPERTY. RESOLUTION NO. R2025-049

8.0B ITEMS PULLED FROM CONSENT

8.0B3 Approve City Council Policies Review Committee Recommendation

Council Member Greene requested to separate the item into the two policies, City Council Policy 155.1 and 155.6, in order to approve City Council Policy 155.1 with additions.

MOTION: Council Member Greene moved to approve City Council Policy 155.1 with the addition of “deed in lieu of foreclosure” as an acquisition option

SECOND: Council Member Hondros

VOTE: UNANIMOUS (10-0)

Council Member McMillan stated City Council Policy 155.6 speaks about City owned property that is leased to non-profits and economic development organizations but would like to

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bring it back to the January 5, 2026, Work Session to review for accountability, transparency, and address clarity on announcements of properties that are available to the public. Discussion ensued.

MOTION: Council Member McMillan moved to bring back City Council Policy 155.6 to the January 5, 2026, Work Session
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

9.0 REPORTS FROM BOARDS AND COMMISSIONS

9.01 Receive the Fayetteville Redevelopment Commission Annual Report

Mr. Derek Scott, Chair of the Redevelopment Commission, presented this item with the aid of a PowerPoint presentation and stated it is a 7-member commission appointed by the City Council. The members include Derek Scott, Teddy Warner, Shamike Bethea, Dineen Morton, Tyler Patton, Katherine Smalls, and Keshonta Williams.

Key duties include reviewing quarterly progress and spending, recommend HUD Grant budgets, advise on housing, economic development and neighborhood revitalization and surrounding areas. The Commission also assists in completing a year-end review annual report for the Economic and Community Development Department. Mr. Scott presented an overview of the four focus areas of the Economic and Community Development Department which includes Community Partners, Housing programs, Economic Development, and Neighborhood Engagement, the micro-grant program, Homebuying HERO Program, and the Commercial Exterior Grant Program. The priorities for 2026 include continuing to guide oversight and administration, expand economic development tools, increase housing opportunities, transform key corridors and unlock strategic redevelopment opportunities.

Discussion ensued.

MOTION: Council Member Thompson moved to accept the Fayetteville Redevelopment Commission Annual Report
SECOND: Council Member Hondros
VOTE: UNANIMOUS (10-0)

10.0 OTHER ITEMS OF BUSINESS

10.01 Authorize the City Manager to Execute an Option to Purchase Agreement with JBS Developers and the Fayetteville Metropolitan Housing Authority for 6.32 ± Acres of the City's Catalyst 1 Site

Mr. Christopher Cauley, Economic and Community Development Director, stated this request is for 6.32 acres of Catalyst Site 1 located at the southern end of Murchison Road and surrounded by Bruner Street, Greensboro Street, and the Martin Luther King, Jr Freeway. The purchase amount of \$545,000.00 was supported by an independent appraisal of the properties provided by the developers with the draft Option to Purchase. The City completed its due diligence and received a Review Appraisal on December 1, 2025, which determined that the original appraisal of the property's fair market value at \$545,000.00 was reasonable and well-supported.

This is tied to an item from the November 24, 2025, Council Meeting authorizing the City Manager to sign a contingent loan commitment letter and subsequent loan documents in the amount of \$2,883,811.00 to support the construction of Central Park Villas.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA TO GRANT A PURCHASE OPTION FOR CERTAIN REAL PROPERTY COMMONLY REFERRED TO AS THE "CATALYST I" SITE. RESOLUTION NO. R2025-050

MOTION: Council Member Davis moved to authorize the City Manager to sign an Option to Purchase Agreement with JBS Developers and the FMHA for the purchase of 6.32+/- acres of the City's catalyst 1 site for the construction of an affordable housing community
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

DRAFT

10.02 Approve Appointment Committee Recommendations for Boards and Commissions Appointments

Council Member Haire presented this item and stated the Appointment Committee met on November 24, 2025, to review applications for appointments to Boards and Commissions. It is from that meeting the Appointment Committee presents the recommendations for appointments to the City of Fayetteville Boards and Commissions.

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

The Appointment Committee recommended the following individuals:

Board of Appeals

Sherale Thomas December 8, 2025 – September 30, 2028

Fayetteville Advisory Committee on Transit (FACT)

Scott Klein December 8, 2025 – September 30, 2026

Historic Resources Commission

Laura Saunders December 8, 2025 – September 30, 2027

Linear Park, Inc.

Tara Kamiya December 8, 2025 – September 30, 2028

Adriana Londono December 8, 2025 – September 30, 2028

Planning Commission

Monique Hamilton December 8, 2025 – September 30, 2027 Alternate

Erica Hughey December 8, 2025 – September 30, 2027

MOTION: Council Member Haire moved to approve the Appointment Committee recommendations for Boards and Commissions appointments.

SECOND: Council Member Thompson

VOTE: UNANIMOUS (10-0) (Council Member Davis’s unexcused absence counting as an affirmative vote)

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:09 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
120825

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 26-0027

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A2

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: January 12, 2026

RE:
Approve Rescheduling of Strategic Planning Retreat

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

Executive Summary:

Due to availability of the consultant, staff are recommending rescheduling the Strategic Planning Retreat from January 20-21, 2026, to February 3-4, 2026.

Background:

City Council approved the 2026 City Council Meeting Dates Calendar by Resolution (R2025-038) during the October 27, 2025, Council Meeting. This included the dates of the Strategic Planning Retreat.

Issues/Analysis:

None.

Budget Impact:

None.

Options:

Approve the cancellation of the January 20-21, 2026, Strategic Planning Retreat and call a special meeting for February 3-4, 2026.

Do not approve the cancellation the January 20-21, 2026, Strategic Planning Retreat and provide further direction to staff.

Recommended Action:

Approve the cancellation of the January 20-21, 2026, Strategic Planning Retreat and call a special meeting for February 3-4, 2026.

Attachments:

2026 City Council Meeting Dates Calendar
Resolution R2025-038

2026 City Council Meeting Dates

JANUARY

Thurs., Jan 1
Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Mon., Jan 19
Tues.-Wed
Jan. 20-21
Wed., Jan. 21
Mon., Jan. 26

New Year's Day—City Offices Closed
MLK Jr. Day - City Offices Closed

Strategic Planning Retreat, Gilmore Recreation Center
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

FEBRUARY

Mon., Feb. 2
Mon., Feb.9
Wed., Feb. 18
Mon., Feb. 23

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

MARCH

Mon., March 2
Mon., March 9
Mon. - Wed.
March 16-18
Wed., March 18
Mon., March 23

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber

NLC Congressional Cities Conference, Washington, D.C.
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

APRIL

Fri., April 3
Mon, April 6
Mon., April 13
Wed., April 22
Mon., April 27

Good Friday - City Offices Closed
Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

MAY

Mon., May 4
Tues.-Thur.,
May 5-7
Mon., May 11
Thurs., May 14
Wed., May 20
Thurs., May 21
Mon., May 25
Tues., May 26

Thurs., May 28

Council Work Session, 2 p.m., Council Chamber

NCLM City Vision — Raleigh
Regular Council Meeting, 6:30 p.m., Council Chamber
Council Budget Work Session, 10 a.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Council Budget Work Session, 10 a.m., Council Chamber
Memorial Day - City Offices Closed
Regular Council Meeting (Budget Public Hearing), 6:30 p.m., Council Chamber
Council Budget Work Session, 10 a.m., Lafayette Room



JUNE

Mon., June 1
Mon., June 8

Wed., June 17
Fri., June 19
Mon., June 22

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber,
Adopt FY 26-27 Budget
Agenda Briefing, 5 p.m., Teams
Juneteenth - City Offices Closed
Regular Council Meeting, 6:30 p.m., Council Chamber

JULY

No City Council Meetings Established
Fri., July 3 **Independence Day - City Offices Closed**

AUGUST

Mon., Aug.3
Mon., Aug. 10
Wed., Aug. 19
Mon., Aug. 24

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

SEPTEMBER

Mon., Sept. 7
Tues., Sept.8
Mon., Sept. 14
Wed., Sept. 23
Mon., Sept. 28

Labor Day - City Offices Closed
Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

OCTOBER

Mon., Oct. 5
Mon., Oct. 12
Wed., Oct. 21
Mon., Oct. 26

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Agenda Briefing, 5 p.m., Teams
Regular Council Meeting, 6:30 p.m., Council Chamber

NOVEMBER

Mon., Nov. 2
Mon., Nov. 9
Wed., Nov. 11
Wed., Nov. 18
Wed.—Sat.
Nov. 18-21
Mon., Nov. 23
Thurs. - Fri., Nov. 26-27

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber
Veteran's Day - City Offices Closed
Agenda Briefing, 5 p.m., Teams

NLC Conference, Nashville, TN
Regular Council Meeting, 6:30 p.m., Council Chamber

Thanksgiving - City Offices Closed

DECEMBER

Mon., Dec. 7
Mon., Dec. 14
Thurs. - Fri. Dec. 24—25

Council Work Session, 2 p.m., Council Chamber
Regular Council Meeting, 6:30 p.m., Council Chamber

Christmas - City Offices Closed

January

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

February

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March

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29	30	31				

April

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26	27	28	29	30		

May

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24	25	26	27	28	29	30
31						

June

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28	29	30				

July

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August

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23	24	25	26	27	28	29
30	31					

September

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City Council Work Session/Meeting Information

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

NLC Conferences
NCLM Conference

Regular Meeting
Work Session
Strategic Planning Retreat

Agenda Briefing
Budget Work Session
Holidays

Resolution No. R2025-038

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

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

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

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

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

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

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

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

By: _____

MITCH COLVIN, MAYOR

ATTEST: _____

JENNIFER L. AYRE, CITY CLERK





City of Fayetteville

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

City Council Action Memo

File Number: 26-0007

Agenda Date: 1/12/2026

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A3

TO: Mayor and Members of City Council

THRU: N/A

FROM: Lachelle H. Pulliam, City Attorney

DATE: January 12, 2026

RE:

Consider Proposed Clerical Amendments to Appeal Ordinances

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal I: Safe and Secure Community

Priority I: Ongoing Commitment to a Comprehensive Approach to Community Safety

Executive Summary:

Amendments are needed to clarify various appeal ordinances.

Background:

To ensure consistency with the City's ordinances and forms/citations, the proposed amendments are necessary.

Issues/Analysis:

The Code is inconsistent with various forms/citations.

Budget Impact:

N/A

Options:

1. Adopt recommended changes.
2. Reject recommended changes.

Recommended Action:

Staff recommends that Council adopt all changes.

Attachments:

1. Sections 1-9, 22-17 and 26-133 to 26-135 Redlined
2. Section 1-9 Proposed Ordinance Amendment
3. Section 22-17 Proposed Ordinance Amendment
4. Sections 26-133 to 135 Ordinance Amendments

PART II - CODE OF ORDINANCES

CHAPTER 22 - SOLID WASTE

Article I. - In General

Sec. 22-17. Notice to Abate Unlawful Conditions; Abatement by City.

- A. If any person shall violate the provisions of this Chapter, it shall be the duty of the City Manager or designee to give notice to the owner or to any person in possession of the subject property, in accordance with section 22-18 of this Chapter, as follows:
1. That an unlawful condition exists thereupon and that the unlawful condition shall be abated by the owner and if the unlawful condition is not abated, that the owner will be subject to a civil penalty as set forth in Section 22-26; and
 2. That if the property owner does not abate the unlawful condition within 10 business days:
 - a. The property owner will be charged an administrative fee in accordance with the Fee Schedule as approved by City Council regardless of who abates the unlawful condition; and
 - b. The City Manager or designee, may proceed without notice to abate the unlawful condition and charge the actual cost of abatement to the property owner; and
 - c. In addition to any other penalty imposed, the administrative fee, the actual cost of abatement or both shall be collected in the manner as provided for delinquent taxes, pursuant to G.S. 160A-193; and
 - d. Upon the completion of any removal and abatement by the City, in accordance with section 22-18 of this Chapter, the City Manager or designee shall give notice to the property owner of their right to appeal the City caused abatement and the appeal process thereof; and
 - e. Upon the completion of any removal and abatement by the City, the property owner may request an appeal hearing of the City caused abatement to the City administrative hearing officer. Such request for an appeal hearing shall be in writing and submitted to the City Attorney's Office within 10 business days of the receipt of the notification of the right of appeal. The request for an appeal hearing shall state the reason(s) why the property owner should not be assessed for the cost of the City caused abatement. The appeal hearing shall be held within 30 calendar days of the receipt of the request. Failure of the property owner to file a written request for an appeal hearing within the time prescribed by this Section will result in the waiver of the opportunity to file a request for an appeal

PART II - CODE OF ORDINANCES

CHAPTER 1 - GENERAL PROVISIONS

Sec. 1-9. Appeal of Civil Penalties.

- a. Whenever the recipient of a citation for a violation of Chapter 4, alarm systems regulations; Chapter 7, building code; Chapter 11, fire protection and prevention; Chapter 14, housing, dwellings and buildings; article XI of Chapter 16, abandoned, junked, and nuisance vehicles; article X of Chapter 16, parking; Chapter 17, offenses and miscellaneous provisions; Chapter 18, parks and recreations (~~except Sections. 18-11 and 18-20~~); Chapter 22, solid waste; Chapter 24, streets and sidewalks; Chapter 26, taxicabs, and Chapter 30, unified development ordinance, has failed to pay a civil penalty as a result of the violation, prior to the initiation of proceedings to collect the debt as authorized by law to enforce the city's remedy, the recipient of the citation shall be notified in writing that:
 1. The case may be reviewed by an independent, administrative hearing officer to determine the validity of the civil penalty provided the recipient of the citation makes a timely written request to the city attorney's office for the hearing within ten (10) business days of the issuance date of the citation;
 2. The written request for the hearing shall be on a form to be provided with the citation~~written notice~~;
 3. The hearing shall be held within ~~14~~30 calendar days of the receipt of the written appeal request; and
 4. The hearing officer shall be one of the independent hearing officers who is registered with the city attorney's office.
- b. If the recipient of a citation for a violation listed in Section 1-9(a) does not submit the written appeal request to ~~appeal~~-per Section 1-9(a)(2) and fails to pay the civil penalty within 60 days of the day of issuance, then the city will forward the outstanding citation to collections, as was unanimously approved by the Fayetteville City Council on April 28, 2003.
- c. The decision of the hearing officer if in favor of the individual receiving the citation shall be final.
- d. If the hearing officer shall determine that in his/her opinion the civil penalty is due, then the individual must pay the civil penalty within 60 days of the day of issuance, or the city will forward the outstanding citation to collections, as was unanimously approved by the Fayetteville City Council on April 28, 2003.
- e. In addition to any civil penalty, if the individual violates an offense for which an order of abatement may be sought, the city may request that a criminal summons be issued by the Magistrate's Office to bring the offender into Environmental Court to correct the unlawful

Sec. 26-133. Violations by Vehicles Operating as Taxicabs without a Certificate of Public Convenience and Necessity.

Any owner and/or operator of a for-hire vehicle who shall operate same inconsistent with or in violation of this chapter or any other provision of law shall be subject to having his/her city privilege license revoked by the taxicab review board. If the taxicab inspector is aware of violations as set forth in this section, he/she shall notify the owner and/or operator in writing of such violation and his intent to recommend revocation to the taxicab review board. The owner and/or operator shall have 10~~ten~~ business days from such notification to request in writing to the city clerk a hearing before the taxicab review board. If a hearing is requested, it shall be conducted pursuant to section 26-134, et seq. If no appeal is taken, the privilege license shall be revoked subject to majority approval of the taxicab review board at their first regular meeting held no earlier than 10~~ten~~ business days following notice to the owner and/or operator.

(Ord. No. S2002-010, § 1, 6-24-2002)

Sec. 26-134. Appeal to the board of appeals.

- a. Whenever any provision of this chapter shall provide for an appeal of a decision of the taxi inspector to the board of appeals, the following procedure shall be followed:
 1. The appellant shall give written notice of appeal to the city clerk within 10~~ten~~ business days of receiving the notice of the action he/she is appealing.
 2. The board of appeals shall hold a hearing on the appeal within 30 calendar days of receipt of the written notice of appeal.
 3. The written notice of appeal shall state whether or not the appellant wants an open or closed hearing before the board of appeals.
- b. If the action of the board of appeals is to affirm the action of the taxi inspector, then the effective date of the action shall be the date of the hearing. Any period of actual suspension as the result of a continuance prior to the hearing shall be counted toward any period of suspension approved by the board of appeals.

(Ord. No. S2002-010, § 1, 6-24-2002; Ord. No. S2015-006, §2, 4-27-2015, changing from taxicab review board to board of appeals has an effective date of 10-1-2015)

Sec. 26-135. Action Pending Appeal; Lapse of Time; Waiver.

- a. Whenever a provision of this chapter states a specific time within which an appeal must be taken, and regardless of the level of authority from which the appeal may be taken, if the appeal is not taken within the time prescribed, then the action of the level of authority from which the appeal may have been taken is deemed to be final.
- b. The action of the taxi inspector suspending or revoking any rights granted under the authority of this chapter shall be effective upon receipt of notice by the affected party; provided, that if the affected party files a timely appeal, then any right to operate a taxi franchise or drive a taxi heretofore existing shall continue in effect during the pendency of any appeal(s) or 30 calendar days whichever is sooner.
- c. Any hearing may be continued upon 48 hour's written notice; provided, that if the new date for the hearing is more than 30 calendar days from the date of the original notice of appeal, then the rights of the appellant pursuant to subsection (b) above may only be extended upon a showing of good cause.

(Ord. No. S2002-010, § 1, 6-24-2002)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 1-9, APPEAL OF CIVIL OF PENALTIES, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

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

Section 1. Chapter 1, General Provisions, is amended by deleting Section 1-9. Appeal of Civil Penalties in its entirety and replacing with the following:

Sec. 1-9. Appeal of Civil Penalties.

- a. Whenever the recipient of a citation for a violation of Chapter 4, alarm systems regulations; Chapter 7, building code; Chapter 11, fire protection and prevention; Chapter 14, housing, dwellings and buildings; article XI of Chapter 16, abandoned, junked, and nuisance vehicles; article X of Chapter 16, parking; Chapter 17, offenses and miscellaneous provisions; Chapter 18, parks and recreations (except Sections. 18-11 and 18-20); Chapter 22, solid waste; Chapter 24, streets and sidewalks; Chapter 26, taxicabs, and Chapter 30, unified development ordinance, has failed to pay a civil penalty as a result of the violation, prior to the initiation of proceedings to collect the debt as authorized by law to enforce the city's remedy, the recipient of the citation shall be notified in writing that:
 1. The case may be reviewed by an independent, administrative hearing officer to determine the validity of the civil penalty provided the recipient of the citation makes a timely written request to the city attorney's office for the hearing within ten (10) business days of the issuance date of the citation;
 2. The written request for the hearing shall be on a form to be provided with the citation;
 3. The hearing shall be held within 30 calendar days of the receipt of the written appeal request; and
 4. The hearing officer shall be one of the independent hearing officers who is registered with the city attorney's office.
- b. If the recipient of a citation for a violation listed in Section 1-9(a) does not submit the written appeal request to per Section 1-9(a)(2) and fails to pay the civil penalty within 60 days of the day of issuance, then the city will forward the outstanding citation to collections, as was unanimously approved by the Fayetteville City Council on April 28, 2003.
- c. The decision of the hearing officer if in favor of the individual receiving the citation shall be final.
- d. If the hearing officer shall determine that in his/her opinion the civil penalty is

due, then the individual must pay the civil penalty within 60 days of the day of issuance, or the city will forward the outstanding citation to collections, as was unanimously approved by the Fayetteville City Council on April 28, 2003.

- e. In addition to any civil penalty, if the individual violates an offense for which an order of abatement may be sought, the city may request that a criminal summons be issued by the Magistrate's Office to bring the offender into Environmental Court to correct the unlawful condition or pursue other legal action as provided by state law. Any decision of the hearing officer shall not be admissible by the city in the prosecution of such action.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective immediately after its adoption.

ADOPTED this the 12th day of January, 2026.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 22-17, NOTICE TO ABATE UNLAWFUL CONDITIONS; ABATEMENT BY CITY, OF ARTICLE 1 OF CHAPTER 22, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

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

Section 1. Chapter 22, Solid Waste, is amended by deleting Section 22-17. Notice to Abate Unlawful Conditions; Abatement by City, in its entirety and replacing with the following:

Sec. 22-17. Notice to Abate Unlawful Conditions; Abatement by City.

- A. If any person shall violate the provisions of this Chapter, it shall be the duty of the City Manager or designee to give notice to the owner or to any person in possession of the subject property, in accordance with section 22-18 of this Chapter, as follows:
1. That an unlawful condition exists thereupon and that the unlawful condition shall be abated by the owner and if the unlawful condition is not abated, that the owner will be subject to a civil penalty as set forth in Section 22-26; and
 2. That if the property owner does not abate the unlawful condition within 10 business days:
 - a. The property owner will be charged an administrative fee in accordance with the Fee Schedule as approved by City Council regardless of who abates the unlawful condition; and
 - b. The City Manager or designee, may proceed without notice to abate the unlawful condition and charge the actual cost of abatement to the property owner; and
 - c. In addition to any other penalty imposed, the administrative fee, the actual cost of abatement or both shall be collected in the manner as provided for delinquent taxes, pursuant to G.S. 16OA-193; and
 - d. Upon the completion of any removal and abatement by the City, in accordance with section 22-18 of this Chapter, the City Manager or designee shall give notice to the property owner of their right to appeal the City caused abatement and the appeal process thereof; and
 - e. Upon the completion of any removal and abatement by the City, the property owner may request an appeal hearing of the City caused abatement to the City administrative hearing officer. Such request for an appeal hearing shall be in writing and submitted to the City Attorney's Office within 10 business days of the receipt of the notification of the right of appeal. The request for an appeal hearing shall state the reason(s) why the property owner should not be assessed for the cost of the City caused abatement. The appeal hearing shall be held within 30 calendar days of the receipt of the request. Failure of the

property owner to file a written request for an appeal hearing within the time prescribed by this Section will result in the waiver of the opportunity to file a request for an appeal hearing and the property owner being responsible for all costs associated with the abatement as otherwise provided in this Chapter.

B. Upon the completion of any removal and abatement by the City, the City Manager or designee or his designated representative, shall deliver to the deputy tax collector a statement showing the actual cost of the abatement of the unlawful condition, in which statement, in addition to the cost of labor, hauling, and other necessary items of expense, shall be included as an administrative fee in accordance with the fee and penalty schedule as approved by City Council. The deputy tax collector shall thereupon mail to the owner of the subject property a bill covering the cost, if with reasonable diligence the name and address of such owner can be ascertained, and the amount of the bill shall become a lien upon such property and, if not paid within 30 days, shall be collected as in the manner provided for the collection of delinquent taxes.

C. If the same person, corporation, or other property owner or occupant has failed to abate a violation within the ten-day period allowed in this Section for the same or different parcels of property at least twice in the same 24-month period, then if the same person, corporation, or other property owner or occupant fails to abate a third or subsequent unlawful condition within the 10-day period allowed in this Section and within the same 24-month period of the first two (2) violations as specified in this Section, the person, corporation, or other property owner or occupant shall be subject to a \$1,000.00 civil penalty, collectible as set forth in Subsection (a) of this Section, in addition to any other fee imposed by this Chapter for a continuation of the violation after the 10-day period allowed in this Section.

D. In the event that the City Manager or designee, determines that an unlawful condition constitutes an imminent danger to the public health or safety, such that notice to the property owner could not be provided without endangering the public, the City Manager or designee, may take immediate action to remove or abate the unlawful condition, and the property owner shall be subject to the costs and administrative fee of such abatement as provided in this Section and in accordance with the Fee Schedule adopted by the City Council. As soon as is practicable after the abatement of the unlawful condition, the property owner who has been assessed the costs for such abatement under this Subsection shall be given notice as prescribed by this Section.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective immediately after its adoption.

ADOPTED this the 12th day of January, 2026.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-133, VIOLATIONS BY VEHICLES OPERATING AS TAXICABS WITHOUT A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, OF ARTICLE IX DENIAL, REVOCATION, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

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

Section 1. Chapter 26, Taxicabs, is amended by deleting Section 26-133. Violations by Vehicles Operating as Taxicabs without a Certificate of Public Convenience and Necessity, in its entirety and replacing with the following:

Sec. 26-133. Violations by Vehicles Operating as Taxicabs without a Certificate of Public Convenience and Necessity.

Any owner and/or operator of a for-hire vehicle who shall operate same inconsistent with or in violation of this chapter or any other provision of law shall be subject to having his/her city privilege license revoked by the taxicab review board. If the taxicab inspector is aware of violations as set forth in this section, he/she shall notify the owner and/or operator in writing of such violation and his intent to recommend revocation to the taxicab review board. The owner and/or operator shall have 10 business days from such notification to request in writing to the city clerk a hearing before the taxicab review board. If a hearing is requested, it shall be conducted pursuant to section ~~26-134~~, et seq. If no appeal is taken, the privilege license shall be revoked subject to majority approval of the taxicab review board at their first regular meeting held no earlier than 10 business days following notice to the owner and/or operator.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective immediately after its adoption.

ADOPTED this the 12th day of January, 2026.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-134, APPEAL TO THE BOARD OF APPEALS, OF ARTICLE IX DENIAL, REVOCATION, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

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

Section 1. Chapter 26, Taxicabs, is amended by deleting Section 26-134. Appeal to the board of appeals, in its entirety and replacing with the following:

Sec. 26-134. Appeal to the board of appeals.

- a. Whenever any provision of this chapter shall provide for an appeal of a decision of the taxi inspector to the board of appeals, the following procedure shall be followed:
 1. The appellant shall give written notice of appeal to the city clerk within 10 business days of receiving the notice of the action he/she is appealing.
 2. The board of appeals shall hold a hearing on the appeal within 30 calendar days of receipt of the written notice of appeal.
 3. The written notice of appeal shall state whether or not the appellant wants an open or closed hearing before the board of appeals.
- b. If the action of the board of appeals is to affirm the action of the taxi inspector, then the effective date of the action shall be the date of the hearing. Any period of actual suspension as the result of a continuance prior to the hearing shall be counted toward any period of suspension approved by the board of appeals.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective immediately after its adoption.

ADOPTED this the 12th day of January, 2026.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 26-135, ACTION PENDING APPEAL; LAPSE OF TIME; WAIVER, OF ARTICLE IX DENIAL, REVOCATION, SUSPENSION, APPEAL OF CHAPTER 26, TAXICABS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA.

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

Section 1. Chapter 26, Taxicabs, is amended by deleting Section 26-135. Action Pending Appeal; Lapse of Time; Waiver, in its entirety and replacing with the following:

Sec. 26-135. Action Pending Appeal; Lapse of Time; Waiver.

- a. Whenever a provision of this chapter states a specific time within which an appeal must be taken, and regardless of the level of authority from which the appeal may be taken, if the appeal is not taken within the time prescribed, then the action of the level of authority from which the appeal may have been taken is deemed to be final.
- b. The action of the taxi inspector suspending or revoking any rights granted under the authority of this chapter shall be effective upon receipt of notice by the affected party; provided, that if the affected party files a timely appeal, then any right to operate a taxi franchise or drive a taxi heretofore existing shall continue in effect during the pendency of any appeal(s) or 30 calendar days whichever is sooner.
- c. Any hearing may be continued upon 48 hour's written notice; provided, that if the new date for the hearing is more than 30 calendar days from the date of the original notice of appeal, then the rights of the appellant pursuant to subsection (b) above may only be extended upon a showing of good cause.

Section 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

This ordinance shall become effective immediately after its adoption.

ADOPTED this the 12th day of January, 2026.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 26-0010

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A4

TO: Mayor and Members of City Council

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

FROM: Craig Harmon - Senior Planner
Demetrios Moutos - Planner II

DATE: January 12, 2026

RE:

Approve P25-55: A request to rezone 4.21 acres at 3829 Distribution Drive, 3701 Distribution Drive, and an adjacent parcel (PINs 0429429042000, 0429510930000, and 0429511745000), owned by Healy Wholesale Co Inc., from Community Commercial (CC) to Light Industrial (LI).

COUNCIL DISTRICT(S):

3 - Dr. Antonio Jones

Relationship To Strategic Plan:

The proposed rezoning for P25-55 - approximately 4.21 acres at 3701, 3829, and 0 Distribution Drive from Community Commercial (CC) to Light Industrial (LI) to accommodate continued and expanded wholesale/distribution operations - is broadly aligned with the City's FY2025 Strategic Plan, mission, and vision. The request refocuses an existing commercial site in an established employment corridor toward long-term industrial use that better matches how the property functions today and how the Future Land Use Plan anticipates this part of the city evolving, particularly along the I-295 corridor where industrial, warehousing, and other employment-oriented uses are expected to locate and reinvest.

In relation to Goal I - Safe and Secure Community, the rezoning has an indirect but positive effect. Reinvestment in a purpose-built industrial facility, subject to LI development standards and coordinated Technical Review Committee review, should improve on-site circulation, loading, fire access, and lighting, which supports traffic and pedestrian safety and emergency response on and around Distribution Drive (Objectives 1.2 and 1.1). Keeping truck-intensive operations in an industrial context also reduces the likelihood of land-use conflicts that can generate calls for service in more mixed or residential settings, supporting the broader aim of maintaining a low incidence of property and violent crime (Objective 1.3).

The strongest relationship is with Goal II - Responsive City Government Supporting a Diverse and Viable Economy. The request helps maintain and potentially expand an existing wholesale/distribution employer on rail-adjacent land in a designated employment corridor, directly supporting a more diverse City tax base and job retention/creation (Objectives 2.1, 2.3, 2.4). Allowing LI uses here encourages private reinvestment in older commercial/industrial stock along a key corridor identified in the

Future Land Use Plan as underutilized and poised for change, which is consistent with the Plan's emphasis on leveraging underutilized land and channeling new growth to infrastructure-served employment areas along I-295.

The rezoning also directly advances Goal III - City Investment Planning. Goal III calls for managing the City's future growth and strategic land use, and for sustaining a favorable development climate through timely review and inspection (Objectives 3.2 and 3.3). The Future Land Use Plan notes that the city currently has more commercially zoned land than true commercial activity, particularly in older strip corridors, and encourages repositioning such locations toward more appropriate, long-term uses like industrial/employment when market conditions support it. By matching the zoning to an established wholesale/distribution use in an employment corridor already served by City utilities and major transportation infrastructure, the request implements the Plan's growth-management and revitalization framework while minimizing the need for costly new infrastructure expansions.

With respect to Goal IV - Highly Desirable Place to Live, Work, and Recreate, the rezoning is supportive but indirect. Goal IV focuses on mobility, a clean and attractive community, and strong neighborhoods (Objectives 4.3, 4.4, and 4.5). Concentrating truck-intensive and warehousing uses in a defined industrial/employment area helps shield nearby residential areas from incremental commercial encroachment and keeps higher-impact uses out of neighborhood-scale locations, which supports stable "great neighborhoods." Where future site upgrades are proposed, LI standards can also deliver better buffering, landscaping, and stormwater treatments than the legacy commercial pattern, contributing to corridor appearance and environmental performance over time. In terms of Goal V - Financially Sound City Providing Exemplary City Services, the rezoning supports long-term fiscal health. Goal V emphasizes aligning resources with City priorities and using data-driven decisions to maintain strong financial management (Objective 5.1). Allowing the site to continue and potentially expand in a higher-value industrial role makes more intensive use of existing streets, utilities, and public safety coverage instead of requiring new service areas, which supports efficient service delivery per dollar of tax base. Maintaining and strengthening an employment-oriented use in this corridor also helps sustain the industrial share of the local tax base that Goal II and the Future Land Use Plan both identify as critical to the City's financial resilience.

Finally, Goal VI - Collaborative Citizen and Business Engagement Base is advanced procedurally through this case. The rezoning requires mailed notice, posted signage, public hearings, and coordination with multiple partners including the property owner, adjoining landowners, and agencies such as Fayetteville PWC, consistent with Goal VI's focus on collaborative relationships, transparency, and informed public dialogue (Objectives 6.1-6.3). Using the Future Land Use Plan and Strategic Plan as decision-making tools in this corridor also demonstrates the City's commitment to data-driven predictable land-use decisions, which is central to building trust and confidence in local government.

Taken together, the proposed rezoning is most directly aligned with Goals II and III, while also supporting Goals I, IV, V, and VI in more indirect ways. It leverages existing employment land, infrastructure, and private investment to advance the City's mission of providing quality and sustainable public services for communities to thrive and businesses to grow, and its vision of a safe, prosperous, innovative, and unified city.

Executive Summary:

P25-55 is a request to rezone approximately 4.21 acres at 3829, 0, and 3701 Distribution Drive from Community Commercial (CC) to Light Industrial (LI) to allow the continued operation and redevelopment of the Healy Wholesale beer and wine distribution campus. The three parcels are currently developed with multiple distribution buildings that will be demolished and replaced with a more efficient and modern facility served by public water and sewer. The site is bordered by LI-zoned Healy Wholesale property to the northwest, an LI-zoned steel fabrication facility to the southeast, and a rail corridor with CC-zoned commercial and church uses beyond, with an SF-6 zoned manufactured home community across Distribution Drive. The Future Land Use Map designates the area as Employment Center, which supports light industrial and employment-oriented redevelopment, and the requested LI district would align the zoning and existing and planned industrial uses, improve site function and appearance, and is not expected to create isolated zoning or significant adverse impacts on surrounding properties.

On December 9, 2025, the Zoning Commission held a duly advertised public hearing and voted 5-0 to recommend approval of the requested rezoning, with adoption of a written consistency and reasonableness statement.

Background:

Owner: Healy Wholesale Co, Inc.

Applicant: Healy Wholesale Co, Inc. (with OAK Engineering, PLLC as agent)

Requested Action: Rezoning from CC (Community Commercial) to LI (Light Industrial)

REID #: 0429429042000, 0429510930000, 0429511745000

Status of Property: Developed with multiple warehouse and distribution buildings, paved yard, and associated parking areas used by Healy Wholesale Co, Inc. for beer and wine distribution operations. Existing buildings are proposed to be demolished to accommodate site redevelopment.

Acreage: ±4.21 acres

Surrounding Land Use & Zoning:

- **North:** SF-6 - Developed with a mobile home estate across Distribution Drive.
- **Southeast:** LI - Developed with a steel fabrication facility.
- **Northwest:** LI - Additional Healy Wholesale property with similar wholesale/distribution use.
- **West/Rear:** Rail right-of-way; beyond the rail corridor are a building supply company and several church properties zoned CC.

Letters Mailed: 47 - All property owners within 1,000 feet of the subject property received notice of the rezoning request, consistent with UDO public hearing requirements.

Land Use Plans and Policy Context

Following City Council's adoption of the 2040 Comprehensive Plan: Future Land Use Map & Plan in 2020, all properties within the City of Fayetteville and its Municipal Influence Area (MIA) are guided by the land use policies and development framework established in that Plan. The 2040 Plan emphasizes focusing value and investment around existing infrastructure and strategic nodes, promoting compatible economic and commercial development, and encouraging reinvestment in aging corridors and employment areas.

The subject site and much of the Distribution Drive corridor are designated Employment

Center (EC) on the Future Land Use Map, with nearby Low-Density Residential (LDR) and Neighborhood Improvement (NIR) areas reflecting adjacent mobile home and neighborhood contexts.

- Employment Center (EC): This designation is intended for concentrated employment areas that may include office, flex space, light manufacturing, warehousing, and distribution uses organized in campus-style or business park settings with good access to major corridors. These areas are envisioned as key economic nodes where infrastructure investment and compatible nonresidential intensification are encouraged to support job creation and a diversified tax base.
- Low-Density Residential (LDR) and Neighborhood Improvement (NIR): The LDR designation supports predominantly single-family neighborhoods at lower densities, while NIR areas are older or transitioning residential districts prioritized for infrastructure upgrades, neighborhood stabilization, and reinvestment to support long-term housing quality and neighborhood character.

Within this policy framework, the proposed rezoning from CC to LI represents an incremental intensification and modernization of an established wholesale/distribution operation in an Employment Center setting. The LI district is specifically intended to accommodate light manufacturing, assembly, distribution, storage, and related industrial uses with minimal off-site impacts, aligning the zoning with the site's long-standing function and the FLUM's economic development vision for the Distribution Drive corridor.

Issues/Analysis:

Surrounding Area and Development Pattern

The subject properties are part of an existing wholesale and light industrial cluster along Distribution Drive. The site is currently zoned Community Commercial (CC) but is developed with multiple buildings used by Healy Wholesale for beer and wine distribution. Immediately southeast, an adjacent steel fabrication facility is zoned Light Industrial (LI), and the tract to the northwest is another Healy Wholesale property already zoned LI, so the request would extend an existing LI district rather than introduce a new one.

To the rear, the site is bounded by a rail right-of-way; on the far side of the tracks are a building supply business and church properties, all zoned CC. Across Distribution Drive is a mobile home estate zoned SF-6, representing the primary nearby residential presence. The broader zoning pattern within the 1,000-foot notification area includes additional LI, Heavy Industrial (HI), and CC to the south and west, with SF-6, SF-10, and MR-5 residential districts further out, reinforcing the role of this corridor as a transition between industrial employment uses and established neighborhoods.

Given this context, the requested LI zoning is consistent with the predominant functional character of the corridor - wholesale, fabrication, and other light industrial operations - with residential uses located primarily across a collector street and behind existing commercial/industrial parcels rather than directly abutting the subject site.

History and Current Use of the Subject Properties

The application notes that the site is developed with multiple existing buildings currently used by Healy Wholesale for beer and wine distribution, and that these buildings are proposed to be demolished as part of a redevelopment of the property. The properties have not been the subject of a map amendment in the last five years.

In practice, the current use already functions as a distribution/warehouse operation, which

is more closely aligned with the stated purpose of the LI district than with the retail- and service-oriented intent of the CC district. The CC district is intended to accommodate a diverse range of medium- to high-intensity retail, service, and office uses that serve the broader community along major corridors, with higher-density residential as part of mixed-use patterns. The LI district, by contrast, is intended to accommodate light manufacturing, processing, distribution, storage, and similar industrial uses that have minimal adverse environmental and visual impacts, and allows warehousing and distribution with limited supporting retail.

The request therefore formalizes the zoning to match the long-standing wholesale/distribution function of the site and supports its redevelopment as a more efficient, modern facility, rather than introducing a new use type.

Future Land Use Plan and Policy Context

The Future Land Use Map for case P25-55 identifies the subject tract within an area that includes an Employment Center (EC) designation, alongside nearby Park/Open Space, Low Density Residential (LDR), Neighborhood Improvement/Reinvestment (NIR), and Neighborhood Mixed Use (NMU) character areas within the broader 1,000-foot buffer. The EC designation encompasses key industrial and employment nodes and is explicitly supported by citywide policies that encourage economic development in “Industrial / Employment Areas” and other designated centers.

The Future Land Use Plan’s policies emphasize:

- Encouraging growth in areas well served by infrastructure and urban services, and using the Future Land Use Map as a guide for infrastructure expansion and more intense uses.
- Encouraging economic development in industrial / employment areas and discouraging large-scale residential rezonings that would impact prime industrial sites.
- Identifying opportunity sites for manufacturing and related industries based on transportation access, nearby land uses, and environmental constraints.

The subject properties are already served by public water and sewer and have direct access to Distribution Drive in proximity to major transportation infrastructure. The existing wholesale/distribution use is precisely the type of employment-oriented activity contemplated in the Employment Center character area. Aligning the base zoning with LI helps implement the plan’s call to “promote sound development patterns” by matching zoning to the desired long-term industrial/employment function of these parcels.

In addition, the Future Land Use Plan includes a suitability analysis that specifically identifies focal commercial and industrial nodes based on proximity to compatible uses and major intersections or interchanges. The Distribution Drive corridor fits that pattern, and retaining and strengthening it as an employment node through LI zoning is consistent with that analysis.

Consistency and Reasonableness

1. Plan Consistency

- The request is consistent with the Future Land Use Plan by reinforcing an Employment Center node with a long-standing wholesale/distribution use, in line with policies that encourage strategic economic development in industrial/employment areas and support quality development in locations already served by infrastructure.

- It is also consistent with policies discouraging residential encroachment into prime industrial sites, because it does not introduce new residential intensity into the EC area; instead, it preserves and enhances a key employment use.

2. Compatibility with Surrounding Uses and Zoning

- The properties immediately southeast and northwest are already zoned LI and used for industrial and wholesale purposes. Converting the subject parcels from CC to LI creates a contiguous industrial zoning pattern rather than an isolated district, and continues a logical industrial transition adjacent to the rail line and away from deeper residential areas.
- Across Distribution Drive, the SF-6 zoned mobile home community remains separated from the industrial cluster by the public right-of-way, existing setbacks, and the ability to require buffering and screening under the UDO. The LI dimensional standards further protect residential areas by requiring increased side setbacks (100 feet) and a reduced height limit (50 feet) when abutting a residential zoning district.

3. Orderly Development Pattern and Community Need

- The applicant indicates that rezoning will allow the site to be redeveloped so it functions more efficiently and presents a more attractive appearance. As a long-standing wholesale/distribution operation in an identified industrial/employment node, reinvestment here supports job retention, modernizes facilities, and makes more efficient use of a rail-adjacent site.
- The request does not expand urban services or extend utilities into new areas; rather, it leverages existing infrastructure in a location expressly identified in the Future Land Use Plan for employment uses and targeted economic development.

4. Environmental and Property Value Impacts

- The applicant asserts that the proposed design will reduce impervious surface area and increase vegetation, which suggests a modest improvement in stormwater performance and site aesthetics compared with the existing condition.
- Because surrounding properties are zoned and used similarly, and the request formalizes the site's industrial character instead of introducing a new, more intensive use type, adverse impacts on surrounding property values are unlikely.

5. Strip Development and Spot Zoning Considerations

- The site is internal to a larger wholesale/industrial cluster and is not a standalone outparcel on a commercial strip. The request therefore does not promote strip-style commercial development.
- Because adjoining properties along the corridor are already zoned LI, the amendment would expand an existing LI area instead of creating an isolated "spot" of industrial zoning unrelated to adjacent districts.

Conclusion

On balance, the proposed rezoning from CC to LI for 3829, 0, and 3701 Distribution Drive

is consistent with the Future Land Use Plan's Employment Center designation and supporting policies, aligns the zoning with the existing wholesale/distribution use and surrounding LI-zoned properties, uses existing infrastructure efficiently, and does not create an isolated zoning district or strip-style pattern. The request represents a logical, orderly, and reasonable refinement of the zoning map that supports strategic economic development while maintaining appropriate separation and protections for nearby residential uses.

Budget Impact:

Approval or denial of the requested rezoning is not expected to create a direct, immediate impact on the City's operating or capital budgets. The applicant has paid the required \$1,000 map amendment fee, and there are no additional application or review fees outstanding for this request.

Any future budget considerations associated with redevelopment of the site - such as potential utility extensions, transportation improvements, or other public infrastructure - would be evaluated through separate processes (e.g., site plan/TRC review and the City's capital planning and annual budget cycles) and are not triggered by the map amendment itself. Incremental changes in property tax revenue and utility revenues resulting from a more intensive industrial redevelopment of the subject properties are anticipated to be positive but have not been quantified at this stage.

The application materials submitted for this case are consistent with the City's adopted Map Amendment Submittal Requirements.

Options:

Following the legislative public hearing, the City Council shall, by majority vote of a quorum present, adopt a written recommendation for one of the following actions, in accordance with Section §30-2.C.1, Map Amendment (Rezoning) Standards:

1. Denial of the Application

- Deny the request to rezone approximately 4.21 acres at 3829, 0, and 3701 Distribution Drive from CC (Community Commercial) to LI (Light Industrial).

2. Approval of a Rezoning to a More Restricted Base Zoning District

- Approve a rezoning to a more restricted base zoning district than LI, if Council determines that a different district better addresses compatibility, plan consistency, and the Map Amendment Standards.

3. Approval of the Application with a Reduction in Area

- Approve the rezoning with a reduction in the total area included in Case P25-55, if Council finds that limiting the rezoning to a portion of the subject property better addresses compatibility, transition to adjacent zoning, or site-specific concerns.

4. Approval of the Application as Submitted

- Approve the rezoning of the full ±4.21-acre site from CC to LI as requested.

For any of the above actions, City Council must also adopt a written statement that:

- Describes whether the decision is consistent with all applicable City-adopted plans, including the Future Land Use Plan and FY2025 Strategic Plan;
- Explains why the decision is reasonable and in the public interest, with reference to the standards in Section 30-2.C.1 and the analysis presented for Case P25-55.

Recommended Action:

The Professional Planning Staff and the Zoning Commission recommend that City Council approve the proposed map amendment from Community Commercial (CC) to Light Industrial (LI) for approximately 4.21 acres located at 3829, 0, and 3701 Distribution Drive (Healy Wholesale Co., Inc.), based on the following findings:

- **Policy Consistency:** The Future Land Use Plan identifies this area as an Employment Center, which is intended to accommodate office, industrial, warehousing, and distribution uses in locations already served by robust transportation and utility infrastructure. The LI district directly implements this designation by formalizing and reinvesting in an existing wholesale/distribution operation within an established employment corridor, consistent with land use policies that focus value and investment around infrastructure and strategic nodes and promote compatible economic and commercial development in key areas. The request also advances the FY2025 Strategic Plan's goals for a diverse and viable economy (Goal II) and city investment planning (Goal III) by supporting reinvestment, job retention, and tax-base growth in a designated employment area.
- **Contextual Appropriateness:** The rezoning is contextually appropriate given the existing and surrounding land use pattern along Distribution Drive. The subject property is already developed and operated as a beer and wine distribution campus, is flanked by other LI-zoned industrial uses to the northwest and southeast, and is buffered at the rear by a rail corridor and additional commercial/industrial properties, with residential uses located across Distribution Drive on the opposite side of the street. The LI district includes enhanced setback and separation standards where industrial uses abut residential zoning, which, together with Article 30-5 Development Standards, will help ensure that any redevelopment of the site remains compatible with nearby homes and maintains appropriate visual and operational buffers.
- **Public Interest:** The proposed map amendment serves the public interest by allowing the modernization and more efficient redevelopment of a long-standing local distribution business within a fully serviced employment corridor, thereby supporting job retention, potential employment growth, and continued private investment in the City's industrial tax base. Because the site is already served by public water and sewer and is located near existing major transportation infrastructure, the rezoning leverages prior public investment rather than requiring new extensions of urban services, in line with adopted land use and strategic planning guidance.

Attachments:

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

7. Consistency and Reasonableness Statement

Project Overview**#1928105****Project Title:** Healy Wholesale Co Inc**Jurisdiction:** City of Fayetteville**Application Type:** 5.1) Rezoning (Map Amendment)**State:** NC**Workflow:** Staff Review**County:** Cumberland**Project Location****Project Address or PIN:****Zip Code:** 28311

- 3829 DISTRIBUTION DR (0429429042000)
- 0 ? DR (0429510930000)
- 3701 DISTRIBUTION DR (0429511745000)

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:**

- 3829 DISTRIBUTION DR
- 0 ? DR
- 3701 DISTRIBUTION DR

General Project Information**Has the land been the subject of a map amendment application in the last five years?:** No**Previous Amendment Approval Date:****Previous Amendment Case #:****Proposed Zoning District:** LI**Acreage to be Rezoned:** 4.21**Is this application related to an annexation?:** No**Water Service:** Public**Sewer Service:** Public**A) Please describe all existing uses of the land and existing structures on the site, if any:****B) Please describe the zoning district designation and existing uses of lands adjacent to and across the street from the subject site.:**

Property has multiple existing buildings currently being used by Healy Wholesale for beer and wine distribution. Existing buildings will be demolished.

The adjacent property to the SE is a steel fabrication facility, zoned LI. The adjacent property to the NW is another Healy Wholesale property, zoned LI. At the rear of the property is a rail right of way. On the other side of the rail are a building supply company and some church properties, all zoned CC. The property across Distribution Drive is a mobile home estate, zoned SF-6.

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.:

Proposed development is consistent with long range plans.

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

No

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

Updating the zoning will allow the property to be redeveloped, so it will function more efficiently and be more attractive.

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 surrounding properties are already zoned LI, and have a similar use.

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

The amendment would allow the site to be more efficient and better coordinate with neighboring developments.

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

N/A. The amendment would only allow the site to be redeveloped to function more efficiently for its current use.

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

N/A

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.:

N/A. Neighboring properties are zoned LI.

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

N/A. Neighboring properties are zoned and used similarly, and the redevelopment will increase the aesthetics of the property.

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

N/A. Proposed design of property will reduce impervious area, and increase vegetation.

Primary Contact Information

Project Owner

Mac Healy
Healy Wholesale Co, Inc.
4021 Distribution Drive
Fayetteville, NC 28311
P:910-977-0287
mhealy@healywholesale.com

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

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

Project Contact - Agent/Representative

Mac Healy
Healy Wholesale Co, Inc.
4021 Distribution Drive
Fayetteville, NC 28311
P:910-977-0287
mhealy@healywholesale.com

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

Project Contact - Engineer

Greg Welsh
OAK Engineering
4929 Monroe Rd
Charlotte, NC 28205
P:7049894046
greg@oak.engineering

NC State General Contractor's License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:



NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:



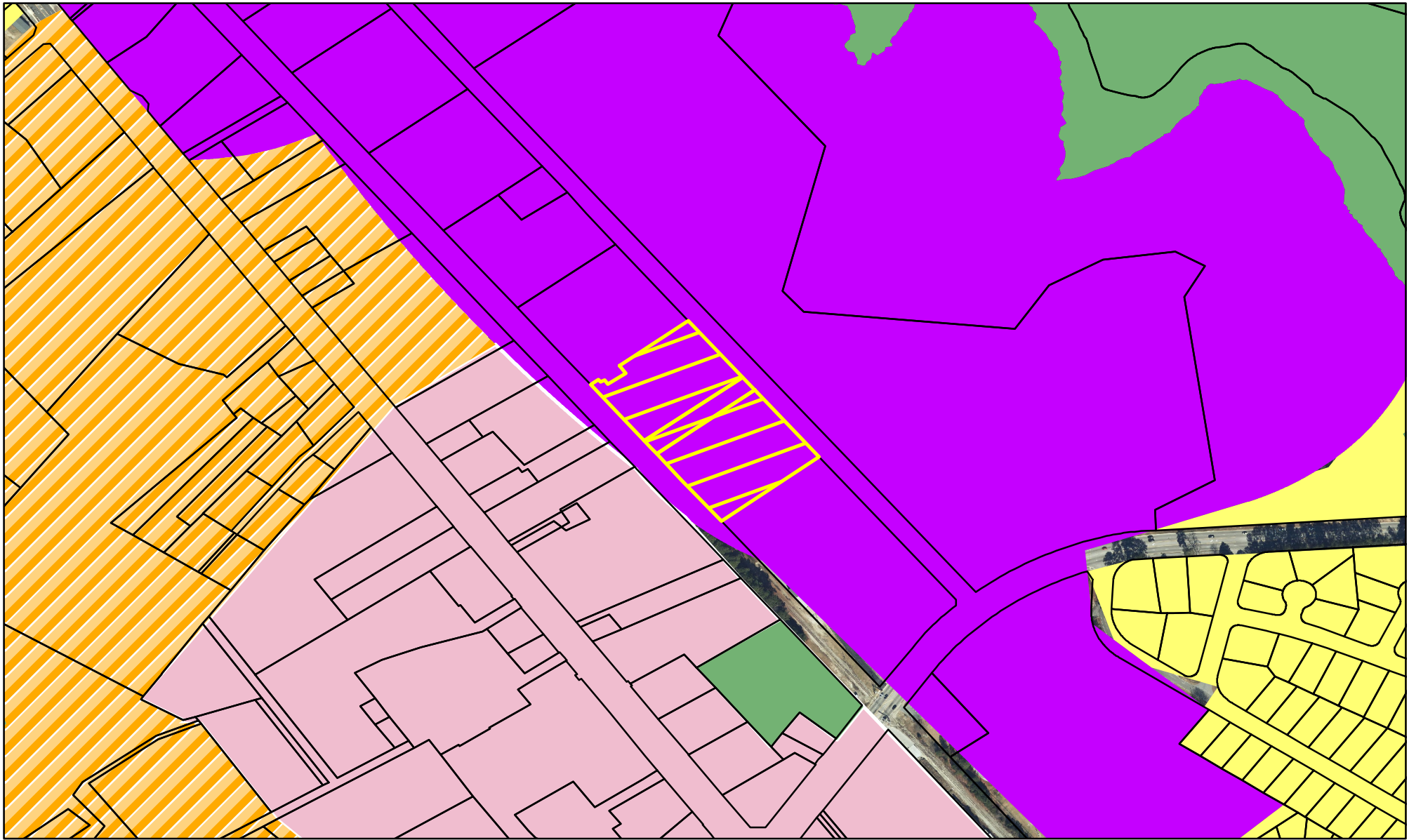
Aerial
Case #: P25-55

REQUEST: Rezoning from CC to LI
LOCATION: 3829, 0, & 3701 Distribution Dr.
0429429042000, 0429510930000
0429511745000

 P25-55 Buffer
 P25-55

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





Future Land Use

Case #: P25-55

REQUEST: Rezoning from CC to LI
 LOCATION: 3829, 0, & 3701
 Distribution Dr.
 0429429042000,
 0429510930000
 0429511745000



P25-55



PARKOS - PARK / OPEN SPACE



LDR - LOW DENSITY



NIR - NEIGHBORHOOD IMPROVEMENT



NMU - NEIGHBORHOOD MIXED USE

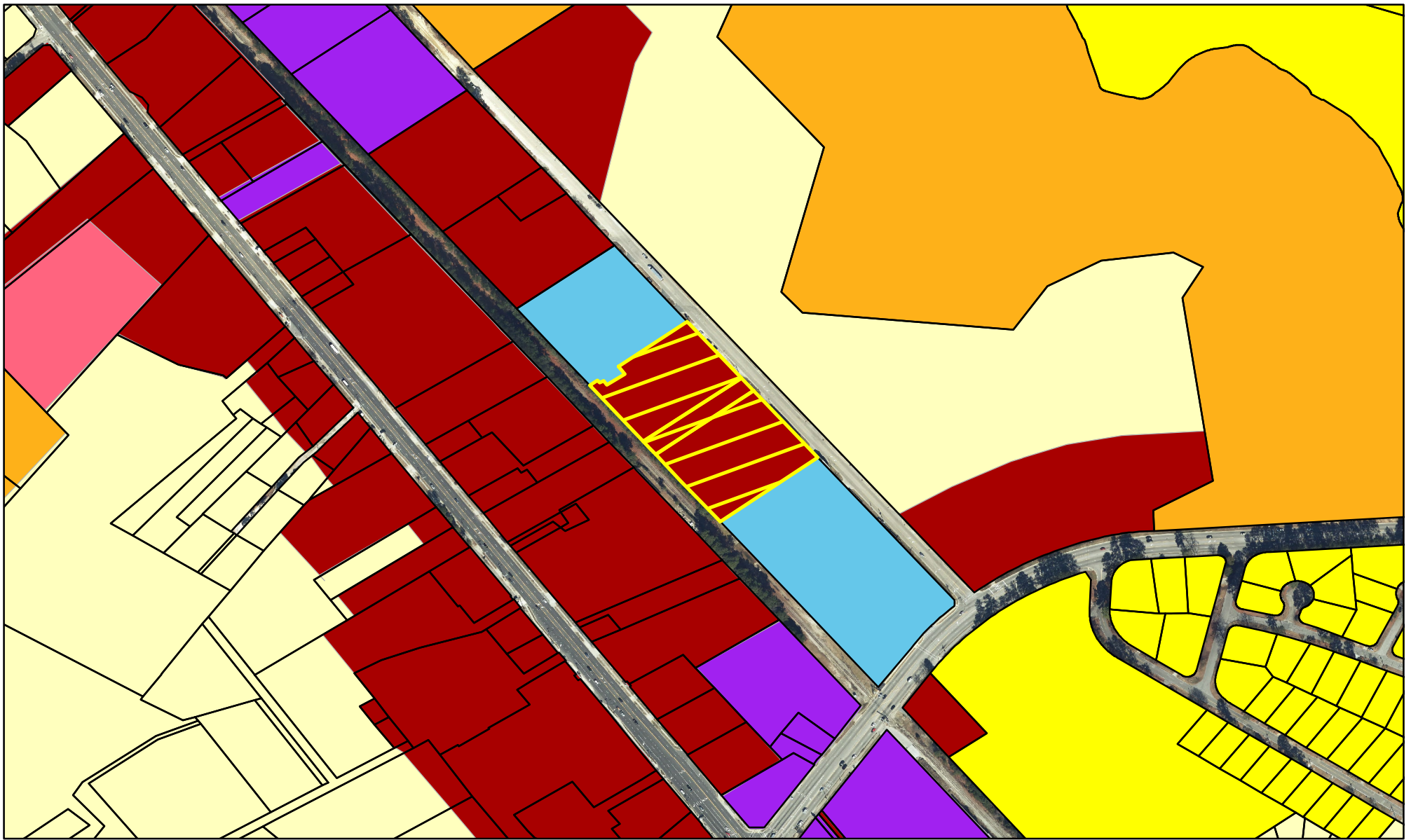


EC - EMPLOYMENT CENTER



FAYETTEVILLE
 AMERICA'S CAN DO CITY









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



Zoning

Case #: P25-55

REQUEST: Rezoning from CC to LI
 LOCATION: 3829, 0, & 3701
 Distribution Dr.
 0429429042000,
 0429510930000
 0429511745000

 P25-55	 LI - Light Industrial
 CC - Community Commercial	 MR-5 - Mixed Residential 5
 HI - Heavy Industrial	 SF-6 - Single-Family Residential 6
 LC - Limited Commercial	 SF-10 - Single-Family Residential 10



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





Map Amendments

The request is to rezone approximately 4.21 acres at 3829, 0, and 3701 Distribution Drive from Community Commercial (CC) to Light Industrial (LI) to allow redevelopment of an existing wholesale/distribution operation in an established industrial corridor served by public water and sewer.

1. GOALS

58

<p>Distribution Drive), with site access maintained on an industrial street rather than local neighborhood streets.</p> <ul style="list-style-type: none"> • Goal 5: Preserve and enhance environmental features. <ul style="list-style-type: none"> ◦ No mapped sensitive environmental features are identified on the subject tract; the applicant indicates the redevelopment will reduce impervious area and increase vegetation, with detailed stormwater and landscaping review occurring at the TRC/site-plan stage. • Goal 6: Compliment and capitalize on strategic economic institutions and employment areas. <ul style="list-style-type: none"> ◦ The request reinforces an existing Employment Center corridor by supporting reinvestment in a major local employer in proximity to rail and regional highway infrastructure, strengthening the City's employment base in a planned industrial area. 	<p>X</p>	
	<p>X</p>	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICES AND STRATEGIES	CONSISTENT	INCONSISTENT
<ul style="list-style-type: none"> • LU-1 (Strategic, infrastructure-served growth) – Directs growth to areas well served by infrastructure and urban services. <ul style="list-style-type: none"> ◦ The site lies within a built-out industrial/distribution corridor with existing utilities, roadway capacity, and freight access, rather than requiring leap-frog extensions of service. 	<p>X</p>	
<ul style="list-style-type: none"> • LU-1.6 (Infrastructure concurrent with development) – Require infrastructure to be in place concurrent with development. <ul style="list-style-type: none"> ◦ Any utility or transportation upgrades needed to support redevelopment will be addressed through standard TRC and building permit review processes; the site is already on public water and sewer. 	<p>X</p>	
<ul style="list-style-type: none"> • LU-2 (Targeted economic development in Employment/Industrial Areas) – Encourage economic development in designated employment and industrial areas. <ul style="list-style-type: none"> ◦ The amendment positions an existing wholesale/distribution use for reinvestment and long-term operation in a designated Employment Center corridor, alongside other LI and CC industrial/commercial uses. 	<p>X</p>	

will occur through the City's development standards, buffering, and TRC/site-plan review at the time of future permits.

X The proposed uses address the needs of the area and/or the City by supporting reinvestment in a long-standing local employer, retaining and potentially expanding jobs, and reinforcing the corridor's role as a distribution and light-industrial cluster rather than strip commercial.

X The proposal adapts the zoning map to reflect current land-use patterns by converting Community Commercial (CC) – which is intended for medium- to high-intensity retail and service uses – to Light Industrial (LI) on a site already operating as a wholesale/distribution facility and bordered by LI-zoned land, thereby reducing zoning/use mismatch along Distribution Drive.

The amendment is also in the public interest because it:

X Improves consistency with the long-range plan by aligning zoning with the Employment Center (EC) future land use designation and associated policies for this corridor.

X Improves the tax base by facilitating capital reinvestment and long-term operational stability at a key employment site, with an anticipated neutral-to-positive fiscal impact over time.

Preserves environmental and/or cultural resources.


X Facilitates a desired kind of development by encouraging employment-oriented light-industrial reinvestment in a fully served corridor with rail access, consistent with the City's economic development objectives.

X Provides a needed employment/industrial area by strengthening an existing cluster of LI-zoned properties and avoiding incremental encroachment of incompatible uses into nearby residential neighborhoods.

Additional comments: Redevelopment is expected to reduce impervious area and increase vegetation relative to the existing development pattern, improving on-site stormwater performance and visual quality along Distribution Drive, subject to detailed design at TRC review.

December 9, 2025

Date



Chair Signature

R. Kurn Hight

Print

<ul style="list-style-type: none"> • LU-3 (Redevelopment of strip commercial and underutilized sites) – Encourage redevelopment and reinvestment where services already exist. <ul style="list-style-type: none"> ○ Converting a CC-zoned site that functions as an industrial/warehouse operation into LI supports reinvestment in an under-performing commercial designation, better matching the corridor’s industrial character and improving site design and aesthetics. 	X	
<ul style="list-style-type: none"> • LU-6 (Neighborhood Quality) – Promote buffering, screening, and design transitions where employment areas interface with residential areas. <ul style="list-style-type: none"> ○ LI development standards require screening, landscaping, and increased setbacks where industrial uses adjoin or face residential zoning, which will help mitigate visual and operational impacts toward the SF-6 mobile home estate across Distribution Drive. 	X	

3. Future Land Use Map Consistency

- **Text Consistency:** The proposal aligns with Future Land Use Plan goals and policies that focus on employment-intensive uses, such as warehousing and light industrial operations, within serviced employment corridors and nodes with strong transportation access. **(Consistent)**
- **Map Consistency:** The site lies within the Employment Center (EC) character area on the Future Land Use Map for this corridor, which anticipates office, industrial, warehousing, and other employment-oriented uses served by regional transportation and utilities. Rezoning from CC to LI maintains and reinforces that employment function and does not introduce a new or incompatible land-use type. **(Consistent)**

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the policies of the Comprehensive Plan as stated above and the City’s Strategic Plan, particularly Goal II (Diverse & Viable Economy) and Goal III (City Investment Planning), by strengthening an existing employment corridor and directing reinvestment to a fully serviced industrial node.

It is further reasonable and in the public interest because:

- X. The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community by allowing the demolition of multiple older buildings and the redevelopment of a 4.21-acre tract into a modernized distribution facility with improved circulation, site design, and landscaping in an appropriate industrial setting.

_____ The amendment includes conditions that limit potential negative impacts on neighboring uses. *Not applicable – this is a straight rezoning to LI; mitigation of any potential impacts*



City of Fayetteville

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

City Council Action Memo

File Number: 25-5067

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A5

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

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

DATE: January 12, 2026

RE:
Addition of Certain Streets to the City of Fayetteville System

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal I: Safe and Secure Community

Goal II: High Quality Built Environment

Executive Summary:

The Fayetteville street system includes 755.02 center line miles and is one of the City's largest assets impacting every citizen, employee, emergency service personnel, commuter, and visitor. As new development progresses, new streets are built in accordance with the City's standards and can be designated for private or public ownership and maintenance. When streets are constructed to City standards it requires a Council action to add the streets to the City's system. Streets added to our system qualify for Powell Bill Program allocations, which is a North Carolina funding program for the building and maintenance of major city streets.

Staff has identified three (3) recently constructed streets for subdivisions throughout the City that are now acceptable for addition to the City of Fayetteville system of streets. These streets and drainage systems within the street rights-of-way have been inspected by staff and are now acceptable for addition to the City of Fayetteville system of streets. The .43 mile addition will bring the City's street system total to 755.45 miles.

Background:

Per City Council Policy 160.06 streets that have been designed and constructed in accordance with City standards can only be added to the City's system of streets through a City Council action after the streets have been constructed and recorded. Right-of-ways are dedicated for the streets and the developer identifies early in the development process if intended for private or public ownership and maintenance. As streets are satisfactorily completed, staff provides recommendation to Council for official addition to the City's system of streets.

Issues/Analysis:

Addition of these streets to the City's system of streets does not constitute the acceptance of maintenance responsibilities for drainage systems outside of street rights-of-way.

These streets and drainage systems located within the street rights-of-way need to be officially accepted and added to City of Fayetteville system of streets for the City to begin providing maintenance services and be included in our 2026 Powell Bill appropriation.

Budget Impact:

Street maintenance cost will increase while the funds received from Powell Bill increase as well. As these road segments are newly constructed, significant maintenance cost is not expected for several years.

Options:

1. Approve the attached list of streets and associated infrastructure for inclusion in the City of Fayetteville system of streets.
2. Do not approve the attached list of streets and associated infrastructure for inclusion in the City of Fayetteville system of streets.
3. Modify the list of streets and associated infrastructure, then approve.

Recommended Action:

Staff recommends that Council accept the attached list of streets and drainage systems located within the street rights-of-way for inclusion in the City's system of streets.

Attachments:

Street Acceptance JANUARY 2026

NEW STREETS FOR
COUNCIL APPROVAL
JANUARY 2025

STREET NAME	FROM	TO	LENGTH TO BE ACCEPTED	SUBDIVISION
GOODEN DR	SE CORNER LOT 1	END MAINTENANCE	0.03	LITTLE VILLAGE SUBDIVISION PB 153 PG 12
KIMBERWICKE DR	SE CORNER LOT 1	SW CORNER LOT 16	0.31	GREYSTONE FARMS SECTION SIX PH 1 PB 153 PG 35
KIMBERWICKE DR	SE CORNER LOT 41	NW CORNER LOT 33	0.05	
DONNINGSTON ST	KIMBERWICKE DR	NW CORNER LOT 33	0.02	
DONNINGSTON ST	KIMBERWICKE DR	SE CORNER LOT 34	0.02	
Beginning Mileage	755.02			
Mileage Added	0.43			
New Mileage	755.45			



City of Fayetteville

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

City Council Action Memo

File Number: 26-0029

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A6

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

FROM: Christopher Cauley, MPA, Director of Economic and Community Development

Jeffrey Morin, Housing Program Manager

DATE: January 12, 2026

RE:

Authorize Aubrey Hills Apartments Affordable Housing Loan Subordination

COUNCIL DISTRICT(S):

District 4

Relationship To Strategic Plan:

GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.

- Strategic Priority 3: Continue the City's commitment to revitalization efforts and housing needs

GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.

- Strategic Priority 3: Continue the City's commitment to revitalization efforts and housing needs

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

- Objective 4.5: To ensure a place for people to live in great neighborhoods
- Objective 4.6: To reduce poverty and homelessness

Executive Summary:

Aubrey Hills is a 32-unit garden-style apartment community for families located at 148 Horseshoe Road that is currently under development. City Council is asked to authorize the subordination to a new lender and execution of updated loan documents.

Background:

Halcon Development, LLC. is a private developer constructing a 32-unit community and producing eleven (11) HOME rental units. The property is a vacant parcel located at the southern end of Horseshoe Road off Yadkin Road. Funding in the amount of \$2,145,000 has been allocated from the City's annual allocation of HOME funds, the development requires a 2% interest loan calculated to be repaid over 30 years with a balloon payment expected at year 20.

At the April 3, 2023, Work Session, City Council reviewed information about this project as a 52-unit development. At the April 22, 2024 City Council Regular Meeting, City

Council approved the issuance of Loan Commitment Letter with a reduction in units from 52 to 32. That letter stated “the collateral shall consist of a second lien Deed of Trust encumbering the property. The City of Fayetteville shall execute such subordination agreements as shall be required by senior lenders for the development.”

Since that time, the developer has realized price increases after starting construction in early 2025 and now wants to obtain additional debt to cover those costs. The additional debt will result in a reduction in the amount of cash flow available to repay the city’s HOME loan. The developer has submitted to the City a request to take on additional debt for the project. This action would require the City to subordinate to the new lender, placing the City of Fayetteville in third lien position.

Issues/Analysis:

Authorization of the subordination will allow the City to draft the updated legal documents to secure the City’s investment in the third position.

Budget Impact:

There is no impact on the budget, as City of Fayetteville has committed \$2,145,000 from the HOME Program. The project has passed the 50% completion point and has currently drawn down \$858,000 and has \$1,287,000 remaining.

Options:

- Authorize the subordination, execution, and filing of amended loan documents.
- Do not authorize the subordination, execution, and filing of amended loan documents.
- Direct Staff to some other action

Recommended Action:

Staff recommends that Council move to authorize the subordination, execution, and filing of amended loan documents.

Attachments:

Executed Aubrey Hills Commitment Letter 04.22.24
Aubrey Hills Apartments - RHD Request Letter 11.10.25



May 30, 2024

Aubrey Hills Apartments, LLC
c/o Halcon Development, LLC
2615 Anderson Highway, Suite B
Powhatan, VA 23139

Traci Dusenbury Tate:

The City of Fayetteville is pleased to commit a loan ("Loan") to assist in financing the construction of an affordable housing development known as Aubrey Hills, subject to the following terms:

Borrower: Aubrey Hills Apartments, LLC
The Borrower is not a Community Housing Development Organization as defined by the HOME Program

Property: 148 Horseshoe Road, Fayetteville, North Carolina 28303
PIN: 0408393051

Project: The construction of thirty-two (32) affordable individual multifamily rental housing units to be known as "Aubrey Hills" and located on the Property (the "Project")

Loan Amount: \$2,145,000.00

Source of Funds: HOME funds from the City of Fayetteville HOME Program

Affordability Period: Twenty (20) years

Use of Funds: To assist in financing the construction of thirty-two (32) fixed, HOME-assisted units ("HOME Units") of affordable, multifamily rental housing in Fayetteville, North Carolina as set forth below. Eleven (11) of these units will be floating HOME units.

Low HOME Units. One (1) one-bedroom unit, eight (8) two-bedroom units, and two (2) three-bedroom units shall be rented exclusively to persons or households earning no greater than fifty percent (50%) of the Fayetteville area median income as determined from time to time by HUD (the "AMI"), and shall comply with the HOME Program's Low HOME rent and income requirements.

The HOME Units and their rent rates must comply with HUD's HOME



Program and the rules and regulations promulgated pursuant thereto, in addition to the City's HOME Program (the "Requirements") for the entire Affordability Period.

- Interest: Two percent (2%) fixed rate, bearing simple interest.
- Term/Payment: The Loan shall be for a 30-year term commencing on the date the Loan funds have been disbursed in full and maturing 20 years from such date ("Maturity Date").
- During the term of the Loan, monthly payments shall be due and payable as set forth in the Loan's promissory note. All outstanding principal and interest shall be due and payable in full on the Maturity Date. The payment will be based on cash flow and will comply with NCHFA's 2023 QAP.
- Draws: The loan funds shall be disbursed to Borrower as follows: (i) \$321,750 at 25% construction completion, (ii) \$536,250 at 50% construction completion, (iii) \$536,250 at 75% construction completion, and (iv) \$750,750 at 100% construction completion.
- Retainage: The City reserves the right to withhold 10% from each progress payment, as retainage, which shall be paid upon 100% construction completion of the Project.
- Payment and Performance Bond: Borrower shall provide to the City payment and performance bonds naming the City as a dual obligee in an amount not less than the full value of the construction contract.
- Collateral: The collateral shall consist of a second lien Deed of Trust encumbering the Property. The City of Fayetteville shall execute such subordination agreements as shall be required by senior lenders for the development.
- Costs: All costs pertaining to closing the Loan will be borne by the Borrower, including attorneys' fees (not to exceed \$15,000.00) and recording fees, which shall be payable at closing. There shall be no loan fees or prepayment penalties associated with this Loan.
- Requirements: Borrower agrees that Borrower and the Project shall meet the Requirements throughout the Affordability Period. In the event the Project or Borrower does not meet the Requirements throughout the Affordability Period, Borrower shall be required to repay the then-outstanding balance of the Loan.



Compliance
Monitoring:

During the Affordability Period, Borrower and Borrower's members shall be required to submit documents and records reasonably necessary to confirm Borrower and the Project's compliance with the Requirements, as well as any other items which may be reasonably required or requested by the City or its counsel.

Other Conditions:

This Loan may be subject to additional conditions set forth in the Loan's documents.

Expiration:

This commitment expires on December 31, 2024.

We look forward to working with you as you develop affordable housing for families in the City of Fayetteville, North Carolina.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher Cauley", written over a horizontal line.

Christopher Cauley, MPA
Director of Economic and Community Development
City of Fayetteville, NC

Accepted and Agreed to by:

Aubrey Hills Apartments, LLC,
a North Carolina limited liability company

By: Aubrey Hills Apartments MM, LLC,
a North Carolina limited liability company

By: Halcon Development, LLC

Title: Managing Member

By: A handwritten signature in blue ink, appearing to read "Jami Lute", written over a horizontal line.

Title: A handwritten signature in blue ink, appearing to read "Jami Lute", written over a horizontal line.



November 10, 2025

Chris Cauley
City of Fayetteville
Economic and Community Development
433 Hay Street
Fayetteville, NC 28301
ChristopherCauley@FayettevilleNC.gov

Dear Mr. Cauley,

We would like to express our sincere gratitude for the City of Fayetteville's partnership and support in the Aubrey Hills Apartments development. The City's financial commitment has been instrumental in helping us move closer to a shared goal of providing safe, high-quality, and affordable housing for families in the community.

As you know, Aubrey Hills Apartments is currently under construction. Despite our best efforts to stay on schedule, the project has experienced unforeseen delays and cost increases, primarily due to extended PWC review times and the need for unanticipated design upgrades. Although we received building permits and closed on the construction financing in October 2024, the PWC water and sewer permits were not issued until March 5, 2025 – resulting in a four-month delay. An additional two-month delay occurred as we addressed further comments related to dryer venting requirements.

These delays, coupled with the necessary building modifications, have had a significant financial impact on the project. Our completion date, originally projected for December 2025, is now extended to June 2026.

We previously explored the possibility of additional funding from the City; however, we learned that doing so would trigger Davis-Bacon wage requirements. As an alternative, we respectfully request the City's consideration to allow a reduction in debt service payments. This adjustment would enable us to increase permanent debt on the project and close the current funding gap.

We have attached a revised proforma reflecting the proposed payment structure for your review. We would be happy to provide any additional documentation or clarification that may be helpful in evaluating this request.

3556 S. Culpepper, Suite 1 Springfield, MO 65804
Phone: (417) 882-1701

We are deeply appreciative of the City's continued partnership and understanding as we work together to bring much-needed affordable housing to Fayetteville. Thank you for your time, consideration, and support.

With gratitude,



J. Ryan Hamilton
Presiding Manager and Member
Rural Housing Developers – North Carolina, LLC
ryanhamilton@hamiltoncorporation.com

Closing Proforma

Aubrey Hills, Fayetteville, NC, 32-unit Family_Closing Draw

Project: Aubrey Hills, Fayetteville,
 Cumberland County
 Fifteen Year Projected Cashflow
 Run Date: 11/10/2025

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rent escalation:		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Rent escalation (HOME)		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Expense escalation:		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Replacement Reserve Escalation:		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Vacancy Rate:	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Rental Income	177,368	180,915	184,534	188,224	191,969	195,879	199,945	203,740	207,815	211,971	216,211	220,535	224,946	229,444	234,033
Rental Income (HOME)	72,280	73,726	75,200	76,704	78,238	79,803	81,399	83,027	84,688	86,381	88,109	89,871	91,669	93,502	95,372
Other Income	4,800	4,896	4,994	5,094	5,196	5,300	5,406	5,514	5,624	5,736	5,851	5,968	6,088	6,209	6,333
Gross Income	254,448	259,537	264,728	270,022	275,423	280,931	286,550	292,281	298,126	304,089	310,171	316,374	322,702	329,156	335,739
Vacancy	(17,811)	(18,168)	(18,531)	(18,902)	(19,280)	(19,665)	(20,058)	(20,460)	(20,869)	(21,286)	(21,712)	(22,146)	(22,589)	(23,041)	(23,502)
Total Income	236,637	241,369	246,197	251,120	256,143	261,266	266,492	271,821	277,257	282,803	288,459	294,228	300,113	306,115	312,237
Ground & Admin	(21,240)	(21,877)	(22,534)	(23,210)	(23,906)	(24,623)	(25,362)	(26,123)	(26,906)	(27,713)	(28,545)	(29,401)	(30,283)	(31,192)	(32,127)
Payroll (Mgmt/Maint)	(45,877)	(47,253)	(48,671)	(50,131)	(51,635)	(53,184)	(54,780)	(56,423)	(58,116)	(59,859)	(61,655)	(63,504)	(65,410)	(67,372)	(69,393)
Contract Services	(13,200)	(13,596)	(14,004)	(14,424)	(14,857)	(15,302)	(15,761)	(16,234)	(16,721)	(17,223)	(17,740)	(18,272)	(18,820)	(19,385)	(19,966)
Repairs/Maintenance	(10,305)	(10,614)	(10,933)	(11,261)	(11,598)	(11,946)	(12,305)	(12,674)	(13,054)	(13,446)	(13,849)	(14,265)	(14,692)	(15,133)	(15,587)
Insurance	(38,780)	(39,943)	(41,142)	(42,376)	(43,647)	(44,957)	(46,305)	(47,693)	(49,123)	(50,599)	(52,117)	(53,681)	(55,291)	(56,950)	(58,658)
Rent Escal Taxes	(17,460)	(17,984)	(18,523)	(19,079)	(19,651)	(20,241)	(20,848)	(21,474)	(22,118)	(22,781)	(23,463)	(24,169)	(24,894)	(25,641)	(26,410)
Management Fee	(16,565)	(16,896)	(17,234)	(17,578)	(17,929)	(18,289)	(18,654)	(19,027)	(19,408)	(19,796)	(20,192)	(20,596)	(21,008)	(21,428)	(21,857)
Replacement Reserve	(8,000)	(8,320)	(8,653)	(8,999)	(9,359)	(9,733)	(10,123)	(10,527)	(10,949)	(11,386)	(11,842)	(12,316)	(12,808)	(13,321)	(13,853)
Total Expense	(186,727)	(192,243)	(197,924)	(203,776)	(209,804)	(216,012)	(222,407)	(228,994)	(235,779)	(242,767)	(249,966)	(257,382)	(265,020)	(272,899)	(280,995)
Operating Cashflow	49,910	49,126	48,273	47,344	46,339	45,254	44,085	42,827	41,479	40,036	38,493	36,846	35,092	33,226	31,242
Debt Coverage Ratio - 1st	0.000	1.150	1.150	1.150	1.150	1.150	1.150	1.153	1.153	1.150	1.150	1.150	1.150	1.150	1.150
Debt Coverage Ratio - All-In	0.000	1.150	1.150	1.150	1.150	1.150	1.150	1.153	1.153	1.150	1.150	1.150	1.150	1.150	1.150
1st Mortgage Loan		(42,718)	(41,976)	(41,169)	(40,295)	(39,351)	(38,335)	(37,143)	(35,964)	(34,814)	(33,472)	(32,040)	(30,515)	(28,892)	(27,167)
Cashflow After DS	49,910	5,408	6,296	6,175	6,044	5,903	5,750	5,684	5,535	5,232	5,021	4,806	4,577	4,334	4,075
Asset Management Fee	(7,500)	(7,725)	(7,957)	(8,195)	(8,431)	(8,695)	(8,955)	(9,224)	(9,501)	(9,786)	(10,079)	(10,382)	(10,693)	(11,014)	(11,344)
Cashflow After AMF	(2,590)	(2,317)	(1,660)	(2,020)	(2,397)	(2,792)	(3,195)	(3,540)	(3,906)	(4,294)	(4,699)	(5,126)	(5,576)	(6,049)	(6,549)
Deferred Developer Fee	(42,410)	1,317	1,660	2,020	2,397	2,792	3,195	3,540	3,906	4,294	4,699	5,126	5,576	6,049	6,549
Cashflow After DDf	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Incentive Mng Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cashflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Funds Repayment		42,718.50	41,976.06	41,168.81	40,294.85	39,351.39	38,334.69	37,240.92	36,068.56	34,813.55	33,471.71	32,040.32	30,514.97	28,891.86	27,167.11

Aubrey Hills, Fayetteville, NC 32-unit Family_Closing Draw

Project: Aubrey Hills, Fayetteville,
Cumberland County
Fifteen Year Projected Cashflow
Run Date: 11/10/2025

	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Rent escalation (HOME)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Rent escalation (HOME)	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Expense escalation	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Replacement Reserve Escalation	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Vacancy Rate	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Rental Income	238,714	243,488	248,358	253,225	258,092	262,958	267,825	272,691	277,558	282,425	287,291	292,158	297,025	301,891	306,758
Rental Income (HOME)	97,279	99,225	101,209	103,244	105,298	107,404	109,552	111,743	113,978	116,258	118,583	120,953	123,374	125,841	128,358
Garages Income	6,460	6,589	6,721	6,856	6,993	7,133	7,275	7,421	7,569	7,720	7,875	8,032	8,193	8,357	8,524
Other Income	342,454	349,303	356,289	363,314	370,383	377,496	384,653	391,851	399,091	406,374	413,701	421,072	428,487	435,946	443,450
Gross Income	(23,972)	(24,451)	(24,900)	(25,439)	(25,968)	(26,487)	(26,996)	(27,505)	(28,014)	(28,523)	(29,032)	(29,541)	(30,050)	(30,559)	(31,068)
Vacancy	318,482	324,852	331,349	337,975	344,735	351,629	358,662	365,835	373,152	380,616	388,228	395,992	403,812	411,690	419,628
Total Income															
General & Admin	(33,091)	(34,084)	(35,106)	(36,160)	(37,244)	(38,362)	(39,513)	(40,698)	(41,919)	(43,177)	(44,472)	(45,806)	(47,180)	(48,596)	(50,053)
Payroll (Mingled)	(71,475)	(73,619)	(75,838)	(78,103)	(80,446)	(82,859)	(85,345)	(87,905)	(90,542)	(93,258)	(96,056)	(98,938)	(101,906)	(104,963)	(108,112)
Contract Services	(20,565)	(21,182)	(21,818)	(22,472)	(23,146)	(23,841)	(24,556)	(25,293)	(26,051)	(26,833)	(27,639)	(28,467)	(29,321)	(30,201)	(31,107)
Repairs/Maintenance	(9478)	(9787)	(10,103)	(10,437)	(10,780)	(11,133)	(11,496)	(11,869)	(12,251)	(12,643)	(13,045)	(13,457)	(13,879)	(14,311)	(14,753)
Utilities	(16,055)	(16,536)	(17,033)	(17,546)	(18,075)	(18,620)	(19,181)	(19,758)	(20,351)	(20,961)	(21,588)	(22,231)	(22,890)	(23,565)	(24,257)
Insurance	(60,418)	(62,231)	(64,097)	(66,020)	(68,007)	(70,041)	(72,142)	(74,306)	(76,536)	(78,832)	(81,197)	(83,633)	(86,142)	(88,726)	(91,388)
Real Estate Taxes	(27,202)	(28,018)	(28,859)	(29,724)	(30,616)	(31,535)	(32,481)	(33,455)	(34,459)	(35,493)	(36,557)	(37,651)	(38,784)	(39,947)	(41,146)
Management Fee	(22,294)	(22,740)	(23,194)	(23,658)	(24,131)	(24,614)	(25,106)	(25,608)	(26,121)	(26,643)	(27,176)	(27,719)	(28,274)	(28,839)	(29,416)
Replacement Reserve	(14,408)	(14,984)	(15,583)	(16,207)	(16,855)	(17,529)	(18,230)	(18,959)	(19,718)	(20,506)	(21,323)	(22,169)	(23,045)	(23,951)	(24,899)
Total Expense	(299,344)	(307,945)	(316,807)	(325,935)	(335,338)	(345,026)	(354,999)	(365,257)	(375,801)	(386,631)	(397,746)	(409,146)	(420,831)	(432,804)	(445,067)
Operating Cashflow	29,137	20,906	21,542	21,441	19,296	16,604	11,657	7,548	7,773	3,921	194	0,000	0,000	0,000	0,000
Debt Coverage Ratio - 1st	1.150	1.150	1.150	1.150	1.150	0.007	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Debt Coverage Ratio - All	1.150	1.150	1.150	1.150	1.150	0.007	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1st Mortgage Loan	(25,337)	(23,396)	(21,341)	(19,166)	(16,866)	(2,442,225)	-	-	-	-	-	-	-	-	-
Cashflow After DNS	3,800	3,509	3,201	2,875	2,530	(2,445,631)	13,657	10,548	7,273	3,921	194	0,000	0,000	0,000	0,000
Asset Management Fee	(11,685)	(12,035)	(12,396)	(12,768)	(13,151)	(13,546)	(13,953)	(14,371)	(14,802)	(15,246)	(15,703)	(16,174)	(16,660)	(17,159)	(17,674)
Cashflow After ADF	(7,884)	(8,526)	(9,195)	(9,893)	(10,621)	(11,390)	(12,206)	(13,062)	(13,959)	(14,897)	(15,879)	(16,907)	(17,984)	(19,109)	(20,274)
Deferred Developer Fee	7,884	8,526	9,195	9,893	10,621	11,390	12,206	13,062	13,959	14,897	15,879	16,907	17,984	19,109	20,274
Cashflow After DDFF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Incentive Mng Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cashflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Funds Employment	25,336.64	23,396.27	21,340.82	19,165.77	16,866.45										

Aubrey Hills, Fayetteville, NC_32-unit Family_Closing Draw

Project: Aubrey Hills, Fayetteville, Cumberland County
Run Date: 11/10/2025

AMORTIZATION SCHEDULE

Conventional 1st Mort

Principal 2,145,000
Interest Rate 2.000%
Amort (mos) 360

Monthly Payment \$7,928
Annual MIP \$0
Yearly Payment \$95,140

Year	Payment	Principal	Interest	Ending Balance	Balance at Sale	0.00% MIP	DSCR
1	-	(43,295)	43,295	2,145,000	-	-	0.000
2	42,718	(1,057)	43,776	2,188,295	-	-	1.150
3	41,976	(1,828)	43,804	2,189,353	-	-	1.150
4	41,169	(2,679)	43,848	2,191,180	-	-	1.150
5	40,295	(3,615)	43,910	2,193,859	-	-	1.150
6	39,351	(4,640)	43,992	2,197,475	-	-	1.150
7	38,335	(5,760)	44,095	2,202,115	-	-	1.150
8	37,143	(7,078)	44,221	2,207,876	-	-	1.150
9	35,964	(8,411)	44,375	2,214,954	-	-	1.153
10	34,814	(9,743)	44,556	2,223,365	-	-	1.153
11	33,472	(11,294)	44,765	2,233,107	-	-	1.150
12	32,040	(12,966)	45,006	2,244,401	-	-	1.150
13	30,515	(14,767)	45,282	2,257,367	-	-	1.150
14	28,892	(16,703)	45,595	2,272,134	-	-	1.150
15	27,167	(18,781)	45,948	2,288,838	-	-	1.150
16	25,337	(21,008)	46,344	2,307,619	-	-	1.150
17	23,396	(23,390)	46,786	2,328,626	-	-	1.150
18	21,341	(25,936)	47,277	2,352,016	-	-	1.150
19	19,166	(28,655)	47,821	2,377,953	-	-	1.150
20	16,866	(31,554)	48,420	2,406,608	-	-	1.150
21	2,442,225	2,438,161	4,064	2,438,162	-	-	1.150
22	-	(0)	0	0	-	-	0.007
23	-	(0)	0	0	-	-	0.000
24	-	(0)	0	0	-	-	0.000
25	-	(0)	0	0	-	-	0.000
26	-	(0)	0	0	-	-	0.000
27	-	(0)	0	0	-	-	0.000
28	-	(0)	0	0	-	-	0.000
29	-	(0)	0	0	-	-	0.000
30	-	(0)	0	0	0	-	0.000
3,052,182		2,145,000	907,182	0			

Proposed Proforma

Project: Aubrey Hills, Fayetteville,
Cumberland County

Fifteen Year Projected Cashflow
Run Date: 11/21/2025

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rent escalation		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Rent escalation (HOME)		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Expense escalation		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Replacement Reserve Escalation		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Vacancy Rate	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Rental Income	194,944	198,843	202,820	206,876	211,014	215,234	219,539	223,929	228,408	232,976	237,636	242,388	247,236	252,181	257,224
Rental Income (HOME)	67,760	69,115	70,498	71,907	73,346	74,813	76,309	77,835	79,392	80,979	82,599	84,251	85,936	87,655	89,408
Garages Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income	\$13,54	5,200	5,304	5,410	5,518	5,741	5,856	5,973	6,093	6,214	6,339	6,466	6,595	6,727	6,861
Gross Income	267,904	273,262	278,727	284,302	289,988	295,788	301,703	307,737	313,892	320,170	326,573	333,105	339,767	346,562	353,494
Vacancy	(18,753)	(19,128)	(19,511)	(19,901)	(20,299)	(20,705)	(21,119)	(21,542)	(21,972)	(22,412)	(22,860)	(23,317)	(23,784)	(24,259)	(24,745)
Total Income	249,151	254,134	259,216	264,401	269,689	275,083	280,584	286,195	291,920	297,758	303,713	309,788	315,983	322,303	328,749
Operating Cashflow	66,231	65,821	65,349	64,812	64,208	63,532	62,783	61,955	61,048	60,054	58,973	57,799	56,529	55,158	53,682
Debt Coverage Ratio - 1st	0.000	6.939	7.202	7.530	7.944	8.477	9.175	10.118	11.445	13.434	16.706	23.032	40.249	258.986	-50.136
Debt Coverage Ratio - All-In	1.754	1.393	1.396	1.398	1.401	1.404	1.408	1.412	1.417	1.422	1.429	1.436	1.444	1.453	1.464
1st Mortgage Loan		(9,485)	(9,074)	(8,608)	(8,082)	(7,495)	(6,843)	(6,123)	(5,334)	(4,470)	(3,530)	(2,510)	(1,404)	(213)	1,071
2nd Mortgage Loan		(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,751)	(37,750)
Cashflow After DS	28,481	18,585	18,524	18,454	18,375	18,287	18,189	18,081	17,963	17,833	17,692	17,539	17,373	17,195	17,002
HOME Excess Cash Reserve	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashflow After DDF	28,481	18,585	18,524	18,454	18,375	18,287	18,189	18,081	17,963	17,833	17,692	17,539	17,373	17,195	17,002
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashflow After Trustee Fees	28,481	18,585	18,524	18,454	18,375	18,287	18,189	18,081	17,963	17,833	17,692	17,539	17,373	17,195	17,002
Asset Management Fee	(7,500)	(7,725)	(7,957)	(8,195)	(8,441)	(8,695)	(8,955)	(9,224)	(9,501)	(9,786)	(10,079)	(10,382)	(10,693)	(11,014)	(11,344)
Cashflow After AMF	20,981	10,860	10,567	10,258	9,934	9,592	9,234	8,857	8,462	8,047	7,613	7,157	6,680	6,181	5,658
Deferred Developer Fee	(20,981)	(10,860)	(10,567)	(10,258)	(9,934)	(9,592)	(9,234)	(8,857)	(8,462)	(8,047)	(7,613)	(7,157)	(6,680)	(6,181)	(5,658)
Cashflow After DDF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Incentive Mng Fee	-	-	-	-	-	-	-	-	-	-	-	-	(4,664)	(5,563)	(5,092)
Net Operating Cashflow	-	-	-	-	-	-	-	-	-	-	-	-	518	618	566
City Funds Repayment		9,485.13	9,074.34	8,607.76	8,082.08	7,494.71	6,842.93	6,123.15	5,334.05	4,470.19	3,530.05	2,509.54	1,404.49	212.98	(1,070.72)

Project: Aubrey Hills, Fayetteville,
Cumberland County

Fifteen Year Projected Cashflow

Run Date: 11/21/2025

		Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Rent escalation		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Rent escalation (HOME)		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Expense escalation		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Replacement Reserve Escalation		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Vacancy Rate		7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Rental Income		262,369	267,616	272,969	278,428	283,997	289,677	295,470	301,379	307,407	313,555	319,826	326,223	332,747	339,402	346,190
Rental Income (HOME)		91,196	93,020	94,880	96,778	98,714	100,688	102,702	104,756	106,851	108,988	111,167	113,391	115,659	117,972	120,331
Garages Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income	\$13.54	6,999	7,138	7,281	7,427	7,575	7,727	7,881	8,039	8,200	8,364	8,531	8,702	8,876	9,053	9,234
Gross Income		360,564	367,775	375,130	382,633	390,286	398,091	406,053	414,174	422,458	430,907	439,525	448,315	457,282	466,427	475,756
Vacancy	7.00%	(25,239)	(25,744)	(26,259)	(26,784)	(27,320)	(27,866)	(28,424)	(28,992)	(29,572)	(30,163)	(30,767)	(31,382)	(32,010)	(32,650)	(33,303)
Total Income		335,325	342,031	348,871	355,849	362,966	370,225	377,629	385,182	392,886	400,744	408,758	416,933	425,272	433,777	442,453
p/unit																
General & Admin	\$664	(33,091)	(34,084)	(35,106)	(36,160)	(37,244)	(38,362)	(39,513)	(40,698)	(41,919)	(43,177)	(44,472)	(45,806)	(47,180)	(48,596)	(50,053)
Payroll (Mng&Maint)	\$1,287	(64,179)	(66,104)	(68,087)	(70,130)	(72,234)	(74,401)	(76,633)	(78,932)	(81,300)	(83,739)	(86,251)	(88,839)	(91,504)	(94,249)	(97,076)
Contract Services	\$413	(20,565)	(21,182)	(21,818)	(22,472)	(23,146)	(23,841)	(24,556)	(25,293)	(26,051)	(26,833)	(27,638)	(28,467)	(29,321)	(30,201)	(31,107)
Repairs/Maintenance	\$478	(23,837)	(24,552)	(25,289)	(26,047)	(26,829)	(27,634)	(28,463)	(29,316)	(30,196)	(31,102)	(32,035)	(32,996)	(33,986)	(35,005)	(36,055)
Utilities	\$322	(16,055)	(16,536)	(17,033)	(17,544)	(18,070)	(18,612)	(19,170)	(19,745)	(20,338)	(20,948)	(21,576)	(22,224)	(22,890)	(23,577)	(24,284)
Insurance	\$1,212	(60,418)	(62,231)	(64,097)	(66,020)	(68,001)	(70,041)	(72,142)	(74,306)	(76,536)	(78,832)	(81,197)	(83,633)	(86,142)	(88,726)	(91,388)
Real Estate Taxes	\$546	(27,202)	(28,018)	(28,859)	(29,724)	(30,616)	(31,535)	(32,481)	(33,455)	(34,459)	(35,493)	(36,557)	(37,654)	(38,784)	(39,947)	(41,146)
Management Fee	\$545	(23,473)	(23,942)	(24,421)	(24,909)	(25,408)	(25,916)	(26,434)	(26,963)	(27,502)	(28,052)	(28,613)	(29,185)	(29,769)	(30,364)	(30,972)
Replacement Reserve	\$250	(14,408)	(14,984)	(15,583)	(16,207)	(16,855)	(17,529)	(18,230)	(18,959)	(19,718)	(20,506)	(21,327)	(22,180)	(23,067)	(23,990)	(24,949)
Total Expense	\$5,716	(283,227)	(291,634)	(300,293)	(309,213)	(318,403)	(327,869)	(337,622)	(347,668)	(358,018)	(368,681)	(379,666)	(390,983)	(402,642)	(414,655)	(427,030)
Operating Cashflow		52,097	50,397	48,578	46,635	44,563	42,356	40,008	37,514	34,867	32,063	29,092	25,950	22,629	19,123	15,422
Debt Coverage Ratio - 1st		1.476	1.490	1.507	1.526	1.550	0.021	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Debt Coverage Ratio - All-In		1.476	1.490	1.507	1.526	1.550	0.021	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1st Mortgage Loan		(35,302)	(33,824)	(32,242)	(30,553)	(28,750)	(2,032,336)	-	-	-	-	-	-	-	-	-
2nd Mortgage Loan		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashflow After DS		16,795	16,574	16,336	16,083	15,813	(1,989,980)	40,008	37,514	34,867	32,063	29,092	25,950	22,629	19,123	15,422
HOME Excess Cash Reserve	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cashflow After DDF		16,795	16,574	16,336	16,083	15,813	(1,989,980)	40,008	37,514	34,867	32,063	29,092	25,950	22,629	19,123	15,422
Trustee Fees		-	-	-	-	-	1,989,980	-	-	-	-	-	-	-	-	-
Cashflow After Trustee Fees		16,795	16,574	16,336	16,083	15,813	-	40,008	37,514	34,867	32,063	29,092	25,950	22,629	19,123	15,422
Asset Management Fee		(11,685)	(12,035)	(12,396)	(12,768)	(13,151)	(13,546)	(13,952)	(14,371)	(14,802)	(15,246)	(15,703)	(16,174)	(16,660)	(17,159)	(17,674)
Cashflow After AMF		5,111	4,538	3,940	3,315	2,661	(13,546)	26,055	23,143	20,066	16,817	13,389	9,776	5,970	1,963	(2,252)
Deferred Developer Fee		-	-	-	-	-	13,546	(13,546)	-	-	-	-	-	-	-	2,252
Cashflow After DDF		5,111	4,538	3,940	3,315	2,661	-	12,510	23,143	20,066	16,817	13,389	9,776	5,970	1,963	-
Incentive Mng Fee		(4,599)	(4,084)	(3,546)	(2,983)	(2,395)	-	(11,259)	(20,829)	(18,059)	(15,135)	(12,050)	(8,798)	(5,373)	(1,767)	-
Net Operating Cashflow		511	454	394	331	266	-	1,251	2,314	2,007	1,682	1,339	978	597	196	-
City Funds Repayment		35,301.82	33,823.66	32,241.99	30,552.58	28,750.24										

Aubrey Hills, Fayetteville, NC_32-unit Family_2025 Rents and Addl Loan_updated draw sch

Project: Aubrey Hills, Fayetteville, Cumberland County
Run Date: 11/10/2025

AMORTIZATION SCHEDULE

Conventional 1st Mort

Principal 2,145,000
Interest Rate 2.000%
Amort (mos) 360

Monthly Payment \$7,928
Annual MIP \$0
Yearly Payment \$95,140

Year	Payment	Principal	Interest	Ending Balance	Balance at Sale	0.00% MIP	DSCR
1	-	(43,295)	43,295	2,145,000	-	-	0.000
2	19,485	(24,505)	43,990	2,188,295	-	-	3.378
3	19,074	(25,414)	44,488	2,212,800	-	-	3.426
4	18,608	(26,398)	45,005	2,238,214	-	-	3.483
5	18,082	(27,461)	45,543	2,264,611	-	-	3.551
6	17,495	(28,608)	46,103	2,292,072	-	-	3.632
7	16,843	(29,843)	46,686	2,320,680	-	-	3.728
8	16,123	(31,172)	47,295	2,350,524	-	-	3.843
9	15,334	(32,598)	47,932	2,381,696	-	-	3.981
10	14,470	(34,127)	48,598	2,414,293	-	-	4.150
11	13,530	(35,765)	49,295	2,448,421	-	-	4.359
12	12,510	(37,517)	50,026	2,484,186	-	-	4.620
13	11,404	(39,389)	50,794	2,521,703	-	-	4.957
14	10,213	(41,387)	51,600	2,561,092	-	-	5.401
15	8,929	(43,518)	52,447	2,602,479	-	-	6.012
16	45,302	(7,688)	52,990	2,645,997	-	-	1.150
17	43,824	(9,335)	53,159	2,653,685	-	-	1.150
18	42,242	(11,120)	53,362	2,663,020	-	-	1.150
19	40,553	(13,049)	53,602	2,674,140	-	-	1.150
20	38,750	(15,132)	53,882	2,687,190	-	-	1.150
21	2,032,336	2,015,363	16,973	2,702,321	-	-	1.150
22	-	(13,866)	13,866	686,958	-	-	0.021
23	-	(14,146)	14,146	700,824	-	-	0.000
24	-	(14,431)	14,431	714,970	-	-	0.000
25	-	(14,722)	14,722	729,401	-	-	0.000
26	-	(15,020)	15,020	744,124	-	-	0.000
27	-	(15,323)	15,323	759,143	-	-	0.000
28	-	(15,632)	15,632	774,466	-	-	0.000
29	-	(15,948)	15,948	790,098	-	-	0.000
30	-	(16,270)	16,270	806,046	-	-	0.000
				822,315	822,315	-	0.000
	2,455,107	1,322,685	1,132,422		822,315	-	



City of Fayetteville

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

City Council Action Memo

File Number: 26-0030

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A7

TO: Mayor and Members of City Council

**THRU: Kelly Strickland, Assistant City Manager
Jeffrey Yates, ICMA-CM, Assistant City Manager**

FROM: Christopher Cauley, MPA, Director of Economic and Community Development

DATE: January 12, 2026

**RE:
Adoption of Special Revenue Fund Project Ordinance 2026-12 to Appropriate the ICMA Economic Mobility and Opportunity Special Assistants Program Grant Award**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.

2.1: To ensure a diverse City tax base.

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

2.3: To leverage partnerships for job creation and retention, with a focus on the local and regional workforce to increase per capita income.

2.4: To sustain a favorable development climate to encourage business growth.

Executive Summary:

City Council is asked to adopt Special Revenue Fund Project Ordinance 2026-12 to appropriate \$354,000 for the Economic Mobility and Opportunity Special Assistants (EMO SA) Program grant.

The City will receive \$250,000 in salary support over 30 months, as well as \$104,000 in supplemental program and engagement resources. The grant would support the creation of a senior-level Special Projects Manager who will lead, coordinate, and accelerate cross-departmental and cross-sector strategies that advance economic mobility for Fayetteville residents.

Background:

This competitive grant program, funded by the Gates Foundation and administered by ICMA, aims to support local governments in hiring senior-level professionals who will champion holistic and sustained economic mobility strategies. The EMO SA will work across departments and in partnership with the community to co-design implementation plans that address workforce development, housing affordability, household financial

security, and other key determinants of upward mobility. The position must report directly to executive leadership and will receive technical assistance, professional development, and coaching facilitated by ICMA as part of a nationwide cohort.

Issues/Analysis:

Fayetteville has made significant strides in improving community and economic development outcomes, but persistent challenges-including concentrated poverty, housing cost burdens, and limited intergenerational economic mobility-remain. The EMO SA program offers a rare opportunity to dedicate focused leadership capacity toward overcoming these challenges in a coordinated and equitable manner. The grant will allow the City to temporarily create a new role within the Economic and Community Development Department-to serve as a dedicated EMO lead, reporting to the Assistant City Manager. This investment aligns with both internal priorities and external partnerships focused on improving resident outcomes.

Budget Impact:

The grant will provide \$250,000 in salary support over 30 months and an additional \$104,000 for program activities, technical assistance, and engagement processes. The City will be responsible for providing a standard employee benefits package and, if necessary, supplementing salary to align with senior-level compensation ranges.

Options:

- Adopt Special Revenue Fund Project Ordinance 2026-12 to appropriate budget for the ICMA EMO Special Assistants Grant.
- Do not adopt Special Revenue Fund Project Ordinance 2026-12 and give guidance to staff.

Recommended Action:

Staff recommends that Council move to adopt Special Revenue Fund Project Ordinance 2026-12 to appropriate budget for the ICMA EMO Special Assistants Grant.

Attachments:

SRO 2026-12
ICMA EMO Program Fact Sheet
ICMA EMO Special Assistants Grant Agreement

Attachment A – Program Fact Sheet

ICMA Economic Mobility and Opportunity Special Assistants (EMO SA) Program

Program Sponsor:

International City/County Management Association (ICMA), with support from the Bill & Melinda Gates Foundation

Program Purpose:

To support 15 local governments in hiring senior-level professionals ("Special Assistants") dedicated to advancing community-wide strategies that improve economic mobility and opportunity.

Key Benefits:

- Up to **\$250,000** over 30 months for salary support for a full-time EMO Special Assistant
- Up to **\$100,000** in additional support for local programming, community engagement, travel, and technical assistance
- Coaching and cohort-based learning provided by ICMA
- Local flexibility to tailor job duties, title, and focus based on community needs

EMO SA Role Expectations:

- Serve full-time in a senior leadership position
- Report directly to executive leadership (e.g., City Manager or Assistant City Manager)
- Coordinate cross-departmental and cross-sector EMO strategies
- Launch a community co-design process within the first six months
- Develop implementation strategies and long-term sustainability plans

Eligibility Requirements:

- U.S. local governments with at least one executive team member who is an ICMA member
- Must provide full employee benefits to the EMO SA and, if needed, supplement salary to local senior-level norms

Application Deadline:

May 30, 2025 at 5:00 PM PT

More Information:

<https://icma.org/emo-sa>

Subgrant Agreement

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

777 N Capitol St. NE, Ste. 500
Washington, DC 20002-4201
202.962.3680 | 202.962.3500 (f)

ICMA Subgrant Number:	U11/City of Fayetteville, NC/Subgrant/Fixed Price/ Date of Completion
Subgrantee Name:	City of Fayetteville, NC
Subgrantee Address:	433 Hay St. Fayetteville, NC 28301
Subgrant Period of Performance:	September 1, 2025 – June 30, 2028
Total Subgrant Amount:	\$354,000
Subgrant Summary Project Description:	To hire an Economic Mobility and Opportunity Special Assistant (EMO SA) to lead implementation of local actions improving economic mobility and opportunity for residents
Prime Grant Agreement Client/Funder:	The Gates Foundation/Gates Foundation
Gates Foundation Investment No.	INV- 071729
Prime Award Title:	Senior Mobility Leaders in Government
Prime Award Type:	Grant Agreement
Prime Grantee:	International City/County Management Association (ICMA)

Contents: Award Cover Page
 Subgrant Agreement
 Attachment A Scope of Work and Budget
 Attachment B Subgrantee Payment Request Template
 Attachment C Prime Grant Agreement Flow-down Terms and Conditions

Entire Agreement: This Subgrant Agreement supersedes and replaces all written or oral agreements, if any, and constitutes the entire understanding between the parties with respect to the subject matter hereof. This Subgrant Agreement may be modified by subsequent written addenda mutually agreeable to both parties, with the exception of those made pursuant to the clause entitled "Changes" of the General Provisions of this Agreement. Each party represents that it has read this entire Agreement and agrees to perform in accordance with the terms and conditions contained herein. Each signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the party whom such signatory represents.

**International City/County
Management Association**

City of Fayetteville, NC

Name: Sabina Agarunova
 Title: Chief Financial Officer
 Date:

Name: Dr. Douglas J. Hewett
 Title: City Manager
 Date:

U11/City of Fayetteville, NC/Subgrant/Fixed Price/DATE OF COMPLETION

Page 2 of 22

ARTICLE 1 PURPOSE OF SUBGRANT AGREEMENT

The Gates Foundation (hereinafter referred to as “Gates Foundation” or “Funder”) has executed a Grant Agreement/Prime Award to International City/County Management Association (hereinafter referred to as "ICMA"), to implement the Senior Mobility Leaders in Government/, hereafter referred to as the “Economic Mobility and Opportunity Special Assistants (EMO SA) Program.” Subgrantee shall comply with all terms and conditions, specifications, directions and other applicable information throughout the performance of this Subgrant. Subgrantee shall perform or cause to be performed all work or services required in the Scope of Work under the technical direction and control of ICMA as further described in Attachment A (hereinafter known as “the Work”).

ARTICLE 2 PERIOD AND PLACE OF PERFORMANCE

2.1 Period of Performance: The term of performance for this Agreement is specified on the Award Cover page, unless terminated earlier by either party or extended by ICMA as provided herein. Subgrantee’s period of performance is from **September 1, 2025 – June 30, 2028**.

2.2 Place of Performance: For this Subgrant place of performance shall be the United States, in accordance with applicable terms and conditions of this Subgrant and ICMA’s prime award with its Client.

2.3 All periods of time referred to in this Agreement shall be measured in calendar days, unless otherwise specified.

ARTICLE 3 SUBGRANT TYPE

This is a Fixed-Price type Subgrant. For the consideration set forth below, Subgrantee shall provide the deliverables or outputs described in the **Scope of Work and Budget, Attachment A**, and comply with all Agreement requirements.

ARTICLE 4 CONSIDERATION AND PAYMENT

4.1 Subgrant Budget and Ceiling

ICMA hereby awards to **City of Fayetteville, NC**(hereinafter referred to as "Subgrantee"), a Subgrant Agreement for a total amount of **\$354,000 USD** payable according to the **Payment Schedule**, and as more fully described, in the **Scope of Work and Budget in Attachment A**.

This award amount may not be adjusted without a mutually agreeable modification to this Subgrant Agreement. The Subgrantee will not request payment for any amounts against this Subgrant in excess of the amounts specified for each deliverable listed under the **Payment Schedule** in the **Scope of Work in Attachment A**.

4.2 Requests for Payment

U11/City of Fayetteville, NC/Subgrant/Fixed Price/**DATE OF COMPLETION**

The Subgrantee shall submit a request for payment per the **Milestones and Payment Schedule** in **Attachment A**. Please see **Attachment B**, Subgrantee Payment Request Template, for additional guidance. Requests should be sent to the attention of Sarah Berkowitz at sberkowitz@icma.org with a copy to: rvasudevan@icma.org and accountspayable@icma.org.

The Subgrantee should retain on file the original receipts for all expenditures and individuals' original timesheets for claimed labor costs, and work rendered. Original documentation should be made available to an authorized representative of ICMA or the Gates Foundation upon request.

ICMA shall pay the Subgrantee within 30 calendar days following the receipt of a complete error-free payment request by ICMA, subject to approval by ICMA. Subgrantee shall retain record of transactions related to this Subgrant Agreement for four years from the day of the last payment under this Subgrant Agreement. All charges claimed by the Subgrantee remain subject to ICMA and the Gates Foundation audit and subsequent adjustment. Subgrantee agrees to reimburse ICMA for any costs disallowed by the Gates Foundation, if payment was received by Subgrantee.

The final payment request shall be clearly marked as "final."

4.3 Return of Funds

Any Subgrant funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant Agreement must be returned promptly to ICMA no later than 30 days from submission of the final report which includes reporting of the total expenditures.

ARTICLE 5 INDIRECT COST RATES

The Subgrantee shall charge indirect costs in accordance with Gates Foundation Indirect Cost Policy (https://docs.gatesfoundation.org/documents/indirect_cost_policy.pdf).

ARTICLE 6 REPORTS AND DELIVERABLES

6.1 The Subgrantee shall, except as otherwise provided, furnish the personnel, materials, equipment, property, and travel necessary to perform the Work as described in the **Scope of Work and Budget**, which is incorporated herein as **Attachment A**. All efforts performed shall also be in accordance with the terms and conditions of the Subgrant and any attachments specifically incorporated by reference herein and modifications hereto. For all Work performed, the Subgrantee shall report to and, where required, seek approval from ICMA throughout the life of this Subgrant.

6.2 If required by ICMA, the Subgrantee shall provide reports and deliverables as further described in **Attachment A**.

6.3 All reports and other outputs must be in the English language, unless otherwise specified by ICMA.

ARTICLE 7 SUBSTANTIAL INVOLVEMENT

Substantial involvement is anticipated between ICMA and Subgrantee during the performance of activities under this Agreement. Substantial involvement shall be limited to:

- (a) Participating in and/or providing guidance on the design, direction, and execution of program activities;
- (b) Prior to hiring of the Special Assistant, reviewing final candidates to confirm compliance with program and funder expectations.
- (c) Hosting annual, mandatory, in-person convenings for program participants;
- (d) Coordinating professional development activities to support Special Assistants;
- (e) Approving expenses that are not in the approved budget;
- (f) Approving decisions related to special circumstances or problems throughout the duration of program.

ARTICLE 8 PRIMARY POINT OF CONTACT

Subgrantee contacts with ICMA regarding Subgrant Agreement terms and conditions, issues, etc. shall be made with ICMA's designated representatives as listed below. Agreements and/or actions taken by the Subgrantee which by their nature effect a change to this Agreement shall only be binding upon the Subgrantee when such agreement or action is specifically authorized in writing by ICMA's authorized representative. All correspondence between the Subgrantee and ICMA shall be addressed to the following individuals who are designated as ICMA's and Subgrantee's representatives.

For	ICMA	Subgrantee
Address:	777 North Capitol Street, N.E. Suite 500 Washington, DC 20002-4201	433 Hay St. Fayetteville, NC 28301
Subgrant Administrator:	Ian Swank Senior Contracts Administrator Email: iswank@icma.org	Christopher Cauley, MPA ECD Director Email: christophercauley@fayettevillenc.gov
Technical Representative:	Laura Goddeeris Program Director Email: lgoddeeris@icma.org	See Above
Program Administration Representative	Sarah Berkowitz Assistant Program Manager Email: sberkowitz@icma.org	See Above
Financial Representative	Nada Mohamed Controller Email: nmohamed@icma.org	See Above

Any notice given by any of the parties will be sufficient only if in writing and (1) delivered in person, (2) sent by confirmed courier mail, (3) sent by registered mail with return requested, or (4) sent by email to the ICMA and Subgrantee representatives designated above.

ARTICLE 9 COMMUNICATION WITH FUNDER

U11/City of Fayetteville, NC/Subgrant/Fixed Price/**DATE OF COMPLETION**

All the Subgrantee's written or oral communications with or to the Funder, or local agencies directly relative to work under the Subgrant Agreement, must be through or with the authorization of ICMA. Should Subgrantee be required to communicate directly with ICMA's Funder, Subgrantee shall request written consent from ICMA within a reasonable amount of time prior to any communications taking place, and such consent shall not be unreasonably withheld.

ARTICLE 10 NON-SOLICITATION

Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing under this Subgrant, during the term of this Subgrant, and for one year following the termination or expiration of this Subgrant, without the prior written consent of the other party. This provision shall not prevent any employee of either party applying for a publicly advertised position of the other.

ARTICLE 11 RELATION BETWEEN THE PARTIES

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of joint venture, partnership, agency or employment between the parties hereto or of Agreement either as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Subgrantee and any officers or employees and ICMA and any officers or employees thereof shall not be considered an employee of the other.

ARTICLE 12 TAXES

The Subgrantee and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Law.

ARTICLE 13 INSURANCE

The Subgrantee shall purchase and maintain throughout the course of the Work and period of performance of this Subgrant, insurance that is required under the Applicable Law and such insurance that will protect the Subgrantee, Client, and ICMA from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subgrantees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subgrantee or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. At ICMA's request, the Subgrantee will provide ICMA with satisfactory evidence of compliance with this requirement.

ARTICLE 14 INDEMNIFICATION

14.1 The Subgrantee shall defend, indemnify, and hold harmless the Gates Foundation, ICMA and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the recipient, its agent, officers and directors, employees and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subgrantee agrees to flow down the substance of this clause to all applicable consultants, Subgrantees, and subcontractors. Likewise, ICMA shall defend, indemnify, and hold harmless the Subgrantee and its agents, officers and directors and employees from and against all claims, liability, losses, costs or expenses, including attorney's fees, arising out of the acts, errors or omissions of ICMA, its agents, officers and directors, employees, Subgrantees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this Agreement. Except as specifically stated in this Agreement, this agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

14.2 The Subgrantee further agrees that if ICMA should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article 13 on the part of the Subgrantee, while engaged in the Work as identified in this agreement, the Subgrantee will indemnify, and hold harmless ICMA and the Client from any such costs which the Subgrantee may legally be required to pay.

14.3 Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than ICMA and the Subgrantee.

ARTICLE 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The term "intellectual property" shall include but not be limited to publications, work products, software and software codes, trade names, documentation, and technical data that are created under the Subgrant with funding made available by or through ICMA. Unless otherwise agreed, all intellectual property created by Subgrantee and/or its employees, agents and Subgrantees under the Subgrant will be the property of the Gates Foundation. Subgrantees shall include the substance of this section in any lower-tier subcontracts.

15.2 The Subgrantee warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Subgrantee shall indemnify and save ICMA and ICMA's Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subgrantee under this Agreement.

ARTICLE 16 CONFIDENTIAL AND PROPRIETARY INFORMATION

16.1 All reports generated and data collected during this activity shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than

for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of ICMA. All findings, conclusions and recommendations shall be considered confidential and proprietary.

16.2 In performing the Work, the Subgrantee shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than ICMA, either during or after the term of this Agreement (or for the period of time stipulated in applicable data), any proprietary information of ICMA, whether relating to the Work performed hereunder or to the business and affairs of ICMA, or ICMA's Client. Such information shall include, without limitation, ICMA or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of ICMA unless disclosure is required by law, in which case notification of the request for such information shall be provided to ICMA prior to release. Information identified in writing by the Subgrantee as confidential and/or proprietary shall be similarly treated by ICMA. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of ICMA.

16.3 The Subgrantee shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of ICMA which shall not be unreasonably withheld.

ARTICLE 17 WARRANTIES AND REPRESENTATIONS

Subgrantee warrants and represents that it is duly formed and existing and has all rights necessary to perform its obligations hereunder. Additionally, Subgrantee warrants that all Work performed hereunder shall be performed to the industry highest professional standards, and Subgrantee agrees to correct or re-perform any Work not in compliance with this standard at no additional cost, if ICMA notifies Subgrantee within five (5) business days from the receipt of notice from the Client if reperformance is requested by the Client. Subgrantee warrants and certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, or proposed for debarment or suspension by any Federal department or agency, (b) have not within a three-year period preceding this Subgrant been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with a public sector (Federal, State, or local) contract, (c) are not currently the subject of a civil or criminal investigation or an inspector general audit, (d) have neither solicited nor obtained bid or proposal information or source selection information related to the Prime Award, (e) do not have a relevant conflict of interest or the appearance thereof, (f) have not offered anything of value to a current or former U.S. Government Grant Official who participated personally and substantially in the Prime Award and (g) have not made, and will not make, any payment of money or anything of value, directly or indirectly, to any government official, political Party, or candidate for a political office for the purpose of obtaining or retaining business. Subgrantee agrees to promptly notify ICMA should it learn that any of the above warranties or representations are no longer fully correct.

ARTICLE 18 BINDING EFFECT OF FUNDER DECISIONS

If a binding decision is made by the Funder under the Prime Award that pertains to the subject matter of this Subgrant, the binding Funder decision also shall be binding upon Subgrantee. If,

as a result of any such binding decision, ICMA is unable to obtain payment or reimbursement under the Prime Award or is required to refund or credit the relevant amount, Subgrantee shall, on demand, promptly withdraw its relevant invoice(s) and/or repay or reimburse such amount(s) to ICMA.

ARTICLE 19 ASSIGNMENT

The Subgrantee shall not further assign any services or work to be performed under this Subgrant without prior written authorization from ICMA's Subgrant Administrator, which shall not be unreasonably withheld.

ARTICLE 20 APPLICABLE LAW

20.1 In the performance of the Work under this Subgrant, the Subgrantee shall comply with all applicable US Federal, state, and local laws, rules, and regulations. In the event the Subgrantee is authorized by the Gates Foundation and ICMA to perform work outside the United States, the Subgrantee shall follow all host country laws, rules and regulations. In addition, the Subgrantee shall obtain and maintain the applicable licenses and authorizations to work in the host country through the entire performance period of this Subgrant. Failure to comply with this requirement shall be construed as a material deficiency in the Subgrantee's performance under this Subgrant. This Subgrant shall be construed, interpreted and applied in accordance with the laws of the District of Columbia.

20.2 These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.

ARTICLE 21 STANDARDS OF BUSINESS ETHICS AND CONDUCT

ICMA believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that ICMA employees, agents, Subgrantees and representatives adhere to a particularly high ethical standard. ICMA's expectation is that Subgrantee also will conduct its business fairly, impartially and in an ethical and proper manner. If Subgrantee has cause to believe that ICMA or any employee or agent of ICMA has acted improperly or unethically under this agreement/order, Subgrantee shall report such behavior to the ICMA's Hot Line at 1-877-874-8416 (Toll Free for use within the United States) or online at <http://icma.org/hotline>.

ARTICLE 22 CHANGES

22.1 ICMA may at any time, by written order, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subgrant scope of services or to **Attachment A, Scope of Work and Budget**. If any change causes an increase or decrease in the Subgrantee's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ICMA shall make an equitable adjustment and modify in

writing the Agreement as applicable. Any claim by Subgrantee for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ICMA within thirty (30) calendar days from the date of receipt by Subgrantee of the written change authorization from ICMA or within such extension of that 30-day period as ICMA, in its sole discretion, may grant in writing at Subgrantee's request prior to expiration of said period. The Subgrantee will not proceed with any changes unless notified to proceed in writing by ICMA. Any changes to this Subgrant must be in writing.

22.2 Nothing herein will be construed as relieving Subgrantee of its obligations to perform, including without limitation, the failure of the parties to agree upon Subgrantee entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

ARTICLE 23 RIGHTS AND REMEDIES

23.1 No failures of or delay by ICMA in the exercise of any right under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by ICMA of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subgrant.

23.2 Neither the ICMA's nor the Client's review, approval, nor payment for, any of the services required under this Agreement shall be construed to have operated as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Subgrant and the Subgrantee shall be and remain liable to ICMA and the Client for damages caused by the Subgrantee's negligent performance of any of the services furnished under this Subgrant.

23.3 The rights and remedies of ICMA or the Subgrantee provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 24 DISPUTE RESOLUTION

24.1 For any issues or claims arising out of or relating to the terms of this Subgrant, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel in Article 8. Should Subgrantee and ICMA be unable to reach an amicable resolution, such issues shall be elevated to applicable levels of senior management within Subgrantee's and ICMA's respective organizations. For any controversy or claim which cannot thus be settled amicably, it shall be settled by arbitration under the Rules of the American Arbitration Association.

24.2 The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

24.3 The provisions in this Article shall survive the termination or expiration of the Subgrant. During the term of any pending controversy or claim hereunder, the Subgrantee shall proceed diligently with the performance of Work under the Subgrant in accordance with the direction(s) given by ICMA.

ARTICLE 25 TERMINATION

The Agreement may be terminated by ICMA at any time, in whole or in part, with a 30-day written notice to the Subgrantee. Also, the Agreement may be suspended or terminated by ICMA, if ICMA has notice of or has reasonable cause to believe that the Subgrantee is unable to pay its obligations in the ordinary course of business. If ICMA terminated this Agreement, the Subgrantee may submit a claim within 30 calendar days of such termination for any costs incurred in performance of activities in support of the Agreement. The ICMA Subgrant Administrator must determine the amount(s) to be paid by ICMA to the Subgrantee under such claim in accordance with the legally applicable Cost Principles.

ARTICLE 26 FLOW DOWNS

Subgrantee shall be required to comply with the applicable flow-down terms and conditions from the Prime Grant Agreement as **per Attachment D**.

ARTICLE 27 COMPLIANCE REQUIREMENTS

27.1 Anti-Terrorism. By signing this Agreement, Subgrantee certifies that it does not and will not promote or engage in violence or terrorism. Further, Subgrantee agrees that it shall at all times comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Subgrantee agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the “Specially Designated Nationals” list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

ATTACHMENT A

Scope of Work and Budget

ICMA Economic Mobility and Opportunity Special Assistants Program

Background

ICMA has been awarded a grant from the Gates Foundation to address local economic mobility and opportunity issues and strengthen field infrastructure through strategic talent investment in new roles: “Economic Mobility and Opportunity Special Assistants.” These senior level positions within local governments will focus on advancing economic mobility in their communities and work across departments and external partners to identify strategic priorities and begin implementation during their tenure.

The specific purpose of this agreement is to confirm the partnership between the Subgrantee (“Host Community”) and ICMA.

Purpose of the Subgrant

The Subgrantee will recruit and hire a full-time, senior-level staff member—an “EMO Special Assistant” (EMO SA)—to drive the implementation of comprehensive economic mobility strategies for the Host Community. Reporting to the Host Community’s executive leadership, the EMO SA will work across departments and external partners to identify strategic priorities and develop and execute a tailored implementation plan informed by a community-engaged co-design process. In addition to advancing local EMO activities, the EMO SA and Host Community will participate along with other subgrantees in regular coaching, training, and networking activities facilitated by ICMA. They will contribute to ongoing measurement, learning, and evaluation efforts to help develop a model for replication by other local governments.

Roles and Responsibilities

Prime Grantee, ICMA, Specific Activities/Tasks:

1. Work with the local government host community throughout the period of performance.
2. Assist host community in the EMO SA hiring process to ensure compliance with program expectations. Activities may include assisting with position description development, promoting the opportunity, participating in final candidate interviews, and other tasks as necessary. At a minimum, prior to a final hiring decision, ICMA will review the recommended candidate profile(s) and supporting documentation to verify the selection complies with program and funder expectations.
3. Coordinate regular (primarily virtual) meetings of EMO SAs and additional coaching, trainings, and professional development opportunities.
4. Coordinate and host four (4) in-person convenings for program participants (EMO SAs and two additional representatives per host community).
5. Support in the development of a resource roadmap outlining a long-term strategy to maintain EMO position and/or the initiatives that have started.
6. Monitor the schedule and budget for the plan of action to ensure proper timeliness.

Subgrantee, the Host Community, Specific Activities/Tasks:

1. Adhere to the approved timeline to the best of their ability and provide the ICMA staff with timely notice of problems that could cause delay.

2. Lead the recruitment and hiring process for the EMO SA and support the EMO SA as a full-time, locally-based (non-remote) employee with appropriate compensation and benefits.
3. Conduct a co-design process to develop a community-informed workplan for EMO priorities and activities over the period of performance.
4. Implement EMO activities outlined in the community-informed workplan.
5. Through the EMO SA, develop or enhance formal networks of local EMO stakeholders.
6. Participate, via the EMO SA and others as necessary, in all required virtual and in-person meetings. This includes four in-person convenings of the EMO SAs and two additional representatives of Host Community.
7. Develop a strategy/resource roadmap for sustaining the EMO work beyond the duration of the grant.
8. Comply with reporting and evaluation requests from ICMA and funding partners.
9. Utilize customizable templates provided to deliver progress reports in a timely manner.
10. Notify ICMA if the EMO SA position becomes vacant for any reason, and with consultation from ICMA, determine next steps for rehiring and/or concluding the program.

Reporting

The Host Community and their EMO SA are expected to regularly report on their economic mobility efforts, i.e., progress, challenges, etc. in virtual and in-person meetings. Participants are also expected to comply with occasional surveys, brief interviews, or other similar actions from ICMA staff or funding partners as a part of required measurement, learning, and evaluation activities.

Interim written progress reports and a final written report summarizing activities undertaken in the reporting period, measures of success, and expenditures, will be submitted to ICMA staff according to the schedule below. ICMA will provide templates for these reports, to be supplemented with additional records or other attachments as appropriate.

Milestones and Payment Schedule

The first payment will be issued to the Subgrantee upon execution of this subagreement. Subsequent payments will be issued to the Subgrantee upon submission of the progress reports listed below and ICMA's acceptance/confirmation that subgrantee has fulfilled remaining deliverables. ICMA may, in its reasonable discretion, modify payment dates or amounts and notify Subgrantee such changes in writing.

Activities and Outputs	Timeframe	Budget Allocation
Execution of agreement	September 1, 2025	\$74,666.67
Period 1 <ul style="list-style-type: none"> Recruit, hire, and onboard EMO SA by December 1, 2025 Attend December 10-12, 2025 in-person orientation convening; 3 attendees/community 	September 2025 – January 2026	

<ul style="list-style-type: none"> • Begin planning and/or launch of local co-design process • Submit annual progress report including measures of success 		
Progress report #1	January 31, 2026	\$123,666.67
Period 2 <ul style="list-style-type: none"> • Complete co-design process and develop EMO SA workplan • Begin workplan implementation, including developing “local resource network” of partners • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success 	February 2026 – December 2026	
Progress report #2	December 31, 2026	\$132,000.00
Period 3 <ul style="list-style-type: none"> • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Submit annual progress report including measures of success 	January – December 2027	
Progress report #3	December 31, 2027	\$23,666.67
Period 4 <ul style="list-style-type: none"> • Continue workplan implementation in coordination with local resource network • EMO SA participation in monthly/periodic cohort meetings with ICMA • Attend annual convening; 3 attendees/community • Develop strategy/resource roadmap for sustaining work beyond period of performance • Submit final report including measures of success 	January – June 2028	
Final report	June 30, 2028	

Note:

U11/City of Fayetteville, NC/Subgrant/Fixed Price/**DATE OF COMPLETION**

RETURN OF FUNDS. Any Subgrant Agreement Funds that have not been used for, or committed to, the Project upon expiration or termination of this Subgrant agreement must be returned promptly to ICMA.

Subgrantee Budget

Category	Period 1	Period 2	Period 3	Period 4	Total
EMO SA Salary	\$41,666.67	\$91,666.67	\$100,000	\$16,666.67	\$250,000.00
Relocation Support	\$5,000.00	N/A	N/A	N/A	\$5,000.00
Co-Design Expenses	\$25,000.00	N/A	N/A	N/A	\$25,000.00
Implementation Expenses	N/A	\$15,000.00	\$15,000.00	N/A	\$30,000.00
Intern Support	N/A	\$10,000.00	\$10,000.00	N/A	\$20,000.00
Travel+ EMO SA Professional Development	\$3,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$24,000.00
TOTAL	\$74,666.67	\$123,666.67	\$132,000.00	\$23,666.67	\$354,000.00

Cost Category Descriptions

- **EMO SA Salary:** 30 months total; local government to provide benefits package
- **Relocation Support:** Optional incentive to EMO SA upon hire
- **Co-design Expenses:** Consulting or related direct expenses (meeting costs including food and beverage, participant stipends, printing of materials, etc.) to execute co-design activities
- **Implementation Expenses:** Expenses related to programming or other activities outlined in EMO SA workplan
- **Intern support:** Optional Support
- **Travel+EMO SA Professional Development:** Transportation for 3 people x 4 mandatory in-person convenings; professional development activities/travel for the EMO SA

**ATTACHMENT B
SUBGRANTEE PAYMENT REQUEST TEMPLATE**

SUBGRANTEE NAME:	
-----------------------------	--

REQUEST DATE:	
----------------------	--

SUBGRANTEE ADDRESS:	
--------------------------------	--

ICMA SUBGRANT NUMBER:	U11/City of Fayetteville, NCSubgrant/Fixe d Price/ DATE
----------------------------------	---

REQUESTED AMOUNT	
-----------------------------	--

SUBGRANT PERIOD OF PERFORMANCE:	
--	--

PAYMENT METHOD (ACH, CHECK MAILED)	
---	--

AMOUNT PREVIOUSLY PAID:	
------------------------------------	--

*If the ACH method is selected, please complete the attached "Direct
Deposit Authorization Agreement)*

REMAINING TO BE PAID:	
----------------------------------	--

G/L Acct	Cost Center #	Description of Cost	Amount	Notes
543-03	U11.001.00			
		Total Amount	\$ -	

<u>Comments/Further Instructions</u>

Authorized Name (Print):

Authorized Signature:

Phone Number: _____

Gates Foundation Investment No. INV- 071729

U11/City of Fayetteville, NC/Subgrant/Fixed Price/**DATE OF COMPLETION**

ATTACHMENT C

PRIME GRANT AGREEMENT FLOW-DOWN TERMS AND CONDITIONS

For the purposes of the “Subgrant Agreement” and “Subgrantee,” the following Gates Foundation, “the Funder,” Prime Grant Agreement Terms and Conditions shall be applicable.

“You”/“Your” shall be interpreted as the “Subgrantee”/“Subgrantee’s.”

“Grant” shall be interpreted as the “Subgrant Agreement.”

“Agreement” shall be interpreted as the “Subagreement.”

This Subgrant Agreement is subject to the following applicable Prime Agreement Funder Terms and Conditions:

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement (“*Grant Funds*”) for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. “Essential Background Technology” means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. “Publication” means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation’s Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran,

Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

TERM AND TERMINATION

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2026-12

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

Section 1. The project authorized is for the funding of the Economic Mobility and Opportunity Special Assistants (EMO SA) program.

Section 2. The project director is hereby directed to proceed with the project within the terms of the various contract agreements executed with the Federal and State governments and within the funds appropriated herein.

Section 3. The following revenues are anticipated to be available to the City to complete the project:

International City/County Management Association	<u>\$ 354,000</u>
--	-------------------

Section 4. The following amounts are appropriated for the project:

Project Expenditures	<u>\$ 354,000</u>
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Section 5. Copies of this special revenue project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance. The City Manager is hereby authorized to execute the agreement, subject to any necessary amendments, as well as any ancillary agreements necessary to implement the project.

Adopted this 12th day of January, 2026.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0001

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A8

TO: Mayor and Members of City Council

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

FROM: Tiffany R. Murray, MBA, CLGFO - Chief Financial Officer

DATE: January 12, 2026

RE:

Adopt Resolution Providing for the Sale and Issuance of \$ 40,000,000 General Obligation Public Improvement Bonds Series 2026 Non-Taxable for Public Infrastructure (\$25 Million) and Public Safety (\$15 million)

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

Council is asked to approve the following resolution:

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$40,000,000
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS SERIES 2026
NON-TAXABLE

This resolution will start the process to provide funding and/or reimbursement (for projects already completed) to the City for the following projects as attached.

Background:

In November 2022, Fayetteville voters passed a \$97 million bond referendum to authorized bond issuances including \$60,000,000 for Public Safety, \$25,000,000 for Public Infrastructure, and \$12,000,000 for Housing Affordability. This will be the first issuance of debt to provide project funding. Most of the projects have been appropriated in advance of the bond issuance, and construction activities have been underway for many projects.

Issues/Analysis:

None - This is the first tranche of the \$97 million bond referendum

Budget Impact:

None - The Public Safety and Affordable Housing portions of the 2026 Bonds (as well as future Public Safety tranches) will be repaid from an internal property tax rate allocation of approximately 1.60 cents plus any interest earnings. The Public Infrastructure portion will be repaid by the City's \$20 motor vehicle license fee plus any interest earnings.

Options:

1. Adopt resolution as is to provide cash flow to the Public Improvement bond projects
2. Do not adopt resolution and provide guidance to staff

Recommended Action:

Staff recommends the adoption of the resolution as presented.

Attachments:

Issuance Resolution
Fayetteville 2026 GO Financing Calendar
Public Safety Project Listing
Public Infrastructure Project Listing

The City Council of the City of Fayetteville, North Carolina met in a regular meeting in the City Council Chambers of City Hall located at 433 Hay Street in Fayetteville, North Carolina, at 7:00 p.m. on January 12, 2026.

Present: Mayor Mitch Colvin, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF
\$40,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS,
SERIES 2026**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Fayetteville, North Carolina (the “City”):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) An order authorizing \$25,000,000 Streets, Sidewalk, and Connectivity Improvement Bonds was adopted by the City Council on August 8, 2022, which order was approved by the vote of a majority of the qualified voters of the City who voted thereon at a referendum duly called and held on November 8, 2022.

(b) An order authorizing \$60,000,000 Public Safety Improvement Bonds was adopted by the City Council on August 8, 2022, which order was approved by the vote of a majority of the qualified voters of the City who voted thereon at a referendum duly called and held on November 8, 2022.

(c) None of said Streets, Sidewalk, and Connectivity Improvement Bonds have heretofore been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue \$25,000,000 of the Streets, Sidewalk, and Connectivity Improvement Bonds (the “Transportation Improvement Bonds”) at this time.

(d) None of said Public Safety Improvement Bonds have heretofore been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is

necessary to issue \$15,000,000 of the Public Safety Improvement Bonds (the “Public Safety Improvement Bonds”) at this time.

(e) The maximum period of usefulness of the facilities and improvements to be provided with the proceeds of said Transportation Improvement Bonds is estimated as a period of twenty (20) years from February 24, 2026, the date of the bonds authorized hereby, and that such period expires on February 24, 2046.

(f) The maximum period of usefulness of the facilities and improvements to be provided with the proceeds of said Public Safety Improvement Bonds is estimated as a period of forty (40) years from February 24, 2026, the date of the bonds authorized hereby, and that such period expires on February 24, 2066.

Section 2. Pursuant to said transportation and public safety orders, the City shall issue bonds in the aggregate principal amount of \$40,000,000 designated “General Obligation Public Improvement Bonds, Series 2026” (the “Series 2026 Bonds”), consisting of \$25,000,000 of Transportation Improvement Bonds and \$15,000,000 of Public Safety Improvement Bonds, to be dated the date of delivery thereof. The Bonds shall be stated to mature annually, February 1, \$2,000,000 2027 to 2046, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each February 1 and August 1, beginning August 1, 2026, until payment of such principal sum.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the City hereinafter provided for as the registered owner of such Bond or her registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the City may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond

shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The City shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Chief Financial Officer of the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City identifies another qualified securities depository to replace DTC, the City will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the City fails to identify another qualified securities depository to replace DTC, the City shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the City may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor or the Mayor Pro Tem and the City Clerk or any deputy or assistant City Clerk of the City and the official seal or a facsimile of the official seal of the City shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary or the Deputy Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the City or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the

execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CITY OF FAYETTEVILLE, NORTH CAROLINA OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. RA-_____ \$_____

United States of America
State of North Carolina
County of Cumberland

CITY OF FAYETTEVILLE
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND
SERIES 2026

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
February 1, 20__	_____%	_____

The City of Fayetteville, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Chief Financial Officer of said City (the "Bond Registrar"), in Fayetteville, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from February 1 or August 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is February 1 or August 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each February 1 and August 1,

beginning August 1, 2026, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on the bond registration books of said City; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said City are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation Public Improvement Bonds, Series 2026” (the “Bonds”) and issued by said City for the purpose of providing funds, together with any other available funds, for parks and recreational facilities improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the City Council of said City, which order was approved by the vote of a majority of qualified voters who voted thereon at a referendum duly called and held, and a resolution duly adopted by said City Council (the “Resolution”).

The Bonds maturing on or prior to February 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on February 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of said City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than February 1, 20__, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as said City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with The Depository Trust Company (“DTC”), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as said City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid,

to the registered owner of each Bond to be redeemed in whole or in part to his or her address appearing upon the registration books of said City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said City will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his or her office the books of said City for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as

otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said City sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said City, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Fayetteville, North Carolina, by resolution duly adopted by its City Council, has caused this bond to be manually signed by the [Mayor] [Mayor Pro Tem] and the [Deputy] City Clerk of said City and its official seal to be impressed hereon, all as of the ____ day of February, 2026.

[Do not sign] _____
[Mayor] [Mayor Pro Tem]

[SEAL]

[Do not sign] _____
[Deputy] City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign]

[Deputy] Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign]

Chief Financial Officer, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to February 1, 2036 are not subject to redemption prior to maturity. The Bonds maturing on February 1, 2037 and thereafter are subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than February 1, 2036, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Notwithstanding the foregoing, the Chief Financial Officer of the City may modify the redemption provisions set forth above if the Chief Financial Officer of the City determines that it is in the best interests of the City to modify the same for purposes of marketing and sale of the Bonds, such modified redemption provisions to be set forth in the Notice of Sale relating to the Bonds. In such case, the Chief Financial Officer is authorized and directed to take all actions necessary to conform the terms of the Bonds to reflect such modified redemption provisions.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his or her address appearing upon the registration books of the City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption with regard to registered owners to whom such notice was properly given. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of redemption, except a notice of redemption in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the redemption price of the Bonds or portions thereof called for redemption, as well as the interest accruing thereon to such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such redemption date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his or her attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his or her legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the City upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the

transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The City or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the City or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal of and interest on the Bonds. The Chief Financial Officer of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the "Bond Registrar"), subject to the right of the City Council to appoint another Bond Registrar, and as such shall keep at his or her office in the City, the books of the City for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The City covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the City Manager, the Chief Financial Officer and the City Clerk of the City in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby authorized, ratified and approved, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the offering and sale of the Bonds. The printing and distribution of such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby ratified, authorized and approved.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Mayor Pro Tem, the City Manager and the Chief Financial Officer of the City are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the City, and such execution shall be conclusive evidence of the approval of the City Council of the Final Official Statement.

Section 8. The City hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking City Council (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the City, beginning with the fiscal year ending June 30, 2026, audited financial statements of the City for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the City are not available by seven months from the end of such fiscal year, unaudited financial statements of the City for such fiscal year to be replaced subsequently by audited financial statements of the City to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the City, beginning with the fiscal year ending June 30, 2026, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE CITY - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement and (ii) the combined budget of the City for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

- (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of any property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the City;
 - (13) the consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;
 - (15) incurrence of a financial obligation (as defined below) of the City, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the City, any of which affect beneficial owners of the Bonds, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties; and
- (d) in a timely manner, notice of a failure of the City to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The City may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

If the City fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect

to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The City reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the City, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the City (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the City makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Mayor, the Mayor Pro Tem, the City Manager, the Chief Financial Officer, the City Clerk or any deputy or assistant City Clerk of the City are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$40,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026" was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Jennifer Ayre, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on January 12, 2026, as relates in any way to the adoption of the foregoing resolutions providing for the sale and issuance of general obligation bonds of said City.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City this 12th day of January, 2026.

City Clerk

[SEAL]



NORTH CAROLINA

DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

DENISE CANADA
DIVISION DIRECTOR

Calendar for City of Fayetteville, North Carolina General Obligation Bonds Sale Scheduled for February 3, 2026 October 27, 2025

<u>Date</u>	<u>Event</u>
November 13, 2025	Information due from the City to LGC Submitted 2025 Audit 2026 budget ordinance with amendments Narrative information and tables for the official statement ¹
November 20, 2025	LGC forwards 1 st draft of official statement to working group
December 3, 2025	Due diligence conference call (10:00 a.m.)
December 17, 2025	LGC distributes 2 nd draft of POS and NOS to working group
January 21, 2025	Finalize POS and Notice of Sale (Ratings due this day)
January 23, 2025	Forward electronic POS and NOS to Ipreo and clear for release
February 3, 2026	Sale Date
February 12, 2026	Final OS Due
February 24, 2026	Bond Closing and Delivery

¹The City's most recent general obligation official statement is attached with the sections highlighted in red that the City will need to provide.

Working Group:

City:

Tiffany Murray
910-610-1682
Chief Financial Officer
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Charles Brisco
910-433-1859
Treasurer
charlesbrisco@fayettevillenc.gov

Jeffrey Yates
Financial Reporting Manager
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Bond Counsel: The Charleston Group

Jonathan Charleston, Esq.
910-485-2500
jcharleston@charlestongroup.com

Catherine Bamba, Esq.
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cbamba@charlestongroup.com

Financial Advisors:

First Tryon Advisors

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dcheatwood@firsttryon.com

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LGC:

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Asst Director – Debt Mgmt
919-814-4278
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Melissa Dearman
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919-814-4280
Linde.skinner@nctreasurer.com

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919-814-4309
Lynne.taylor@nctreasurer.com

Fetina Simpson
Debt Specialist
919-814-4298
Fetina.simpson@nctreasurer.com

LGC contact for financial section of POS:

Michael Milam
Accounting & Financial
Management Advisor
Fiscal Management
919-814-4286
michael.milam@nctreasurer.com

Public Infrastructure GO Bond

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Pavement Preservation:

87926 Street Resurfacing Program

- \$14,958,784.00 in GO Bond Funds
- The project involves the rehabilitation and resurfacing of selected municipal streets to extend pavement life, improve ride quality, and enhance safety. Work will include surface preparation, milling, asphalt resurfacing, minor repairs to base and curb sections, and associated pavement marking and restoration.

Sidewalks:

87927 Sidewalk Program

- \$4,778,012.00 in GO Bond Funds
- The project constructs sidewalk along various routes based on pedestrian connectivity. Citywide needs are determined based on the most up-to-date version of Fayetteville's Comprehensive Pedestrian Plan.
- Active projects were previously taken to Council for approval of GO Bond.
- The below are GO Bond Sidewalk Project Currently Under Design/Construction (blue text indicate projects that received LAP funding from FAMPO)

Country Club Drive Sidewalk - From Murchison Road to Ramsey Street- Part of the BL-0137 sidewalk package.

Bragg Boulevard Sidewalk - From Pamalee Drive to Shaw Road – Part of the BL-0137 Sidewalk package

Bonanza Drive Sidewalk - From Yadkin Road to Santa Fe Drive- Part of the BL-0137 sidewalk package

Bunce Road Bingham Drive Sidewalk - From Raeford Road to Bailey Lake Road – Part of the BL-0138 sidewalk package.

Bingham Drive Sidewalk - From Bailey Lake Road to Lake Ridge Road – Part of the BL-0138 sidewalk package

Morganton Road Sidewalk Phase II - From Bonanza Road to Skibo Road – Part of the BL-0137 sidewalk package

Skibo Road / Country Club Drive Sidewalk - From Bragg Blvd to Morganton Road – EB-6030

Stacey Weaver Drive Sidewalk - From McArthur Road to Southland Drive – Part of the BL-0137 sidewalk package

Santa Fe Drive Sidewalk - From Bonanza Road to Yadkin Road – Part of the BL-0137 Sidewalk package

Cliffdale Road Sidewalk Phase II - From Raeford to Rim Road – Part of the BL-0138 sidewalk package.

Cliffdale Road Sidewalk Phase III - From Rim Road to Reilly Road- Part of the BL-0138 sidewalk package

Helen Street Sidewalk - From Stanfield Drive to Johnson Street

Fort Bragg Road Sidewalk - From Bragg Blvd to Hobson St

Levy Drive Sidewalk - From Robeson Street to Dixon Street

Skye Drive Sidewalk - From Morganton Road to Hull Road

Eastwood Avenue Sidewalk - From Ramsey Street to Rivercliff Road

Mason Street and Ray Avenue Sidewalk - Ray Ave to Arch Street

Breezewood Avenue Sidewalk – Forsyth Street to Purdue Drive

Cumberland Street Sidewalk - Ramsey Street to Murchison Road

--

Fillyaw Road Sidewalk – Bromley Drive to Yadkin Road

Morganton Road Sidewalk – Great Oaks Drive to S. Herndon Street

S Herndon Street Sidewalk – Cliffdale Road to Morganton Road

Old Wilmington Road Sidewalk / Walker –Spivey Elementary School - Ramsey Street to Murchison Road

Bicycle Plan Project Locations:

87928 Bike Lane Program

- \$440,000.00 in GO Bond Funds
- The project consists of the installation of bike lanes on roadways in various locations throughout the City. Bike Lane Projects were identified in the City of Fayetteville Bicycle Plan.
- The below are GO Bond Bike Lanes:

Coventry Drive (Camelot Drive to Ireland Drive)
Winslow Street (Southern Avenue to Rankin Street)
Hogan Street (Murchison Road to City Maintenance) Shared Use Path
Arsenal Ave, Myrover Street, Bradford Ave. “Shared Lane Markings”

Municipal Agreements:

86725 Transportation and Railroad Crossing Safety Improvement Projects

- \$1,950,000.00 in GO Bond Funds
- This project consists of multiple municipal agreements with NC Department of Transportation to provide enhancements to roadway corridors throughout the City.
- The Below are the Identified Municipal Agreement Projects
 - U-4405B Raeford Road** (Bunce Road to Glensford Drive)
 - U-5798A Gillis Hill Road** (Stoney Point Road to Raeford Road) Landscape
 - U-5798B Gillis Hill Road** (Stoney Point Road to Raeford Road) Sidewalk
 - U-5798B Gillis Hill Road** (Stoney Point Road to Raeford Road) Landscape
 - U-4900 Murchison Road** (I-295 to South of US 401 Bypass)
 - Morganton Road Pedestrian Improvements at Intersections**
 - U-4405C Raeford Road** (Glensford Drive to Robeson Street)

Thoroughfare Street Lighting:

87762 Thoroughfare Streetlights

- \$136,933.00 in GO Bond Funds
- This project consists of the installation of roadway lighting along major thoroughfares throughout the City. It is in coordination with utility companies and takes approximately 16 months from initiation to completion of a project for streetlights to be installed. Upon completion of a project, utilities are charged to Traffic Services for maintenance and upkeep.
- The below are identified Thoroughfare Streetlight projects
 - McArthur Rd** (Ramsey St to 0.53 miles North of Ramsey St)
 - Stoney Point Rd** (Lakewood Rd to Grimes Rd)
 - Lakewood Rd** (From Town Center Dr to Dundle Rd)
 - Dundle Rd** (King Rd to Heatherbrooke Rd)
 - Andrews Rd** (Ramsey St to City Limits)

Bridge Preservation Program:

87923 Bridge Preservation

- \$423,047.00 in GO Bond Funds
- This project is a comprehensive bridge preservation program to closely monitor the 21 City maintained bridges for safety and repair work

- The following bridges have been identified to utilize this funding for maintenance to the bridge structure:
N. Cool Spring Street Bridge,
Hawley Lane Bridge
Campbell Avenue Bridge
Filter Plant Road Bridge

Intersection Improvements:

87909 St Intersection Improvements

- \$100,000.00 in GO Bond Funds
- The project involves the design and construction of improvements to one or more municipal intersections to enhance safety, mobility, and traffic operations. Work will include geometric modifications, signal upgrades, pedestrian accommodations, drainage adjustments, pavement resurfacing, and related infrastructure enhancements in accordance with municipal and state standards
- This intersection was identified to utilize this funding
Rosehill at McArthur Road

Grants

86041 Safe Streets for ALL Grant Program

- \$101,216.00 in GO Bond Funds
- This grant allows for the City of Fayetteville to partner with the Fayetteville Area Metropolitan Planning Organization (FAMPO) to produce a Roadway Safety Action Plan, which will identify opportunities to improve roadway safety and access to economic opportunities for underserved communities. Fayetteville is creating a roadway improvement action plan using the Vision Zero Safe System approach, which prioritizes the safety of all roadway users, including pedestrians and cyclists.

Dam Safety

84303 Dam Safety and Preservation

- \$35,184.00 in GO Bond Funds
- This project provides funding for the maintenance of the 6 City maintained dams (Clarks Pond Dam, The Lakes Dam, Chesapeake Dam, College Lake Dam, Mirror Lake Dam and Devonwood Dam) and updates the Emergency Action Plan documents as required by the State of North Carolina Dam Safety Office.

PUBLIC SAFETY

Source: <https://www.fayettevillenc.gov/files/sharedassets/main/v/3/budget-amp-evaluation/operating-budget-book/cof-budgetbook-fy26-adopted-website.pdf>

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PUBLIC SAFETY CAPITAL PROJECT FUND



The Public Safety Fund supports projects for fire, police, and 911 services. Funding for these projects comes from a wide range of sources. An equivalent of 1.6 cents of the ad valorem tax is dedicated to funding Public Safety, Streets, and Housing, as authorized by voters in the November 2022 bond referendum, which approved \$60 million for public safety initiatives.

Description	Inception to date							
	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Sources								
Debt Financing	\$ 14,743,456	-	6,500,000	-	6,500,000	-	6,500,000	34,243,456
Federal Funding	166,185	-	-	-	-	-	-	166,185
General Fund Pay as you go	1,941,122	1,185,214	1,183,580	1,183,580	-	-	-	5,493,496
GO Bonds	30,169,980	6,530,355	16,161,364	250,000	-	-	-	53,111,699
Other Funding Sources	-	90,963	-	-	-	-	-	90,963
State Funding	-	12,790,000	1,426,832	136,755	142,477	148,474	316,104	14,960,642
Capital Rate Pay Go	-	838,408	722,041	-	-	-	-	1,560,449
Unassigned Capital Fund Bal	-	304,619	-	-	-	-	-	304,619
Sources Total	\$ 47,020,743	21,739,559	25,993,817	1,570,335	6,642,477	148,474	6,816,104	109,931,509
Uses								
911 Center	\$ 14,301,430	16,768,570	-	-	-	-	-	31,070,000
CAD System	-	-	1,183,580	1,183,580	-	-	-	2,367,160
Camera Migration	-	82,148	-	-	-	-	-	82,148
Community Policing Development Microgrants	166,185	-	-	-	-	-	-	166,185
Enhanced Security Systems	439,601	97,420	-	-	-	-	-	537,021
FFD Fire Station CCTV System Installation	-	22,592	-	-	-	-	-	22,592
Fire - Replacement Fire Apparatuses	4,443,456	-	6,500,000	-	6,500,000	-	6,500,000	23,943,456
Fire Station 16	10,813,149	200,000	-	-	-	-	-	11,013,149
Fire Station 2	1,236,851	1,000,000	7,513,149	250,000	-	-	-	10,000,000
Fire Station 4 Relocation	11,480,200	-	-	-	-	-	-	11,480,200
Fire Station 9	1,968,550	1,351,785	8,648,215	-	-	-	-	11,968,550
Mobile Radio Software	159,320	-	-	-	-	-	-	159,320
Public Safety Camera Network Expansion	-	887,340	-	-	-	-	-	887,340
Public Safety Video Data Storage and Analysis	162,001	397,874	-	-	-	-	-	559,875
Purchase Police Substation	1,850,000	-	-	-	-	-	-	1,850,000
Radio Core Upgrade	-	732,280	722,041	-	-	-	-	1,454,321
Radio Upgrade and Additional Consolettes	-	-	1,426,832	136,755	142,477	148,474	316,104	2,170,642
RMS Standalone Site	-	97,438	-	-	-	-	-	97,438
Unitized Air System - Station 1	-	102,112	-	-	-	-	-	102,112
Uses Total	\$ 47,020,743	21,739,559	25,993,817	1,570,335	6,642,477	148,474	6,816,104	109,931,509

List of Projects currently identified with the Public Safety Bond issuance:

Name	Number	Primary Sponsor	Status	Start Date	End Date	Principal Investigator	Total Funding Amount in Award Currency	Total Unallocated Amount in Award Currency	Total Amount
GO Public Safety Bonds	CPO 2024-1.6 (Revised)	GO Bond Issuance Phase I	Active	7/1/2023	6/30/2030	Brittany S. McL...	32,721,765.00 USD	0.00 USD	

GO Public Safety Bonds: Award Projects

View     Detach

Project Name	Project Number	Project Status	Project Start Date	Project Finish Date	Funding Source	Funding Amount	Budget Amount in Project Currency	Actual Amount in Project Currency	Commitment Amount in Project Currency	Available Amount in Project Currency
911 Center	85974	Active	7/1/2023	7/30/2030	GO Bond Issuance Phase I (120645)	16,151,430.00 USD	16,151,430.00 USD	110,615.43 USD	2,174,384.57 USD	13,866,430.00 USD
Fire Station 16	85975	Active	7/1/2023	7/30/2030	GO Bond Issuance Phase I (120645)	11,013,149.00 USD	11,013,149.00 USD	863,780.46 USD	758,312.50 USD	9,391,056.04 USD
Fire Station 2	85977	Active	7/1/2023	7/30/2030	GO Bond Issuance Phase I (120645)	2,236,851.00 USD	2,236,851.00 USD	0.00 USD	0.00 USD	2,236,851.00 USD
Fire Station 9	85976	Active	7/1/2023	7/30/2030	GO Bond Issuance Phase I (120645)	3,320,335.00 USD	3,320,335.00 USD	1,713,424.66 USD	0.00 USD	1,606,910.34 USD



City of Fayetteville

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

City Council Action Memo

File Number: 26-0015

Agenda Date: 1/12/2026

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A9

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, Assistant City Manager

FROM: Tiffany Murray Chief Financial Officer

DATE: January 12, 2026

RE:

Adopt Revised Resolution to Appointment Deputy Finance Officers for the Purpose of Signing Purchase Orders, Checks, Contracts and Agreements.

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal V: Fayetteville will have unity of purpose and sustainable capacity across the organization to ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities

Executive Summary:

City Council is requested to appoint designated staff as deputy finance officers for the purpose of signing the pre-audit certificate on purchase orders, contracts, and agreements; authorizing them to sign checks; and allowing them to act as designees in the Chief Financial Officer's absence. This action amends a previously adopted resolution to include signing checks.

Background:

North Carolina General Statute (NCGS) 159-28 of the Local Government Budget and Fiscal Control Act specifies that no obligation may be incurred unless an appropriation has been authorized, and an unencumbered balance remains sufficient to pay the obligation. If the obligation is in writing, the contract, agreement, or purchase order must include a pre-audit certificate confirming compliance with this requirement. The pre-audit certificate must be signed by the finance officer or a deputy finance officer approved by the governing board.

Additionally, NCGS 159-25 authorizes the governing board to designate deputy finance officers to perform duties of the finance officer, including the signing of checks, as necessary to ensure continuity of financial operations.

On February 12, 2018, City Council approved Resolution 2018-014, appointing the Purchasing Manager and the Special Assistant to the City Manager as deputy finance officers for the purpose of signing pre-audit certificates. These positions no longer require or perform this function.

On November 10, 2025, City Council approved Resolution R 2025-040, to Appointment Deputy Finance Officers for the Purpose of Signing Certain Purchase Orders, Contracts and Agreements. To ensure the City of Fayetteville's financial operations can be achieved efficiently, the Assistant CFO - Procurement and the Assistant CFO - Financial Reporting were designated as Deputy Finance Officers. This item revise Resolution 2025-040 to Appointment Deputy Finance Officers for the Purpose of Signing Purchase Orders, Checks, Contracts and Agreements, expanding the scope of authority to include the signing of checks.

Issues/Analysis:

Allowing the Assistant CFO - Procurement and Assistant CFO - Financial Reporting to execute pre-audit certificates and sign checks, as well as act as designees in the CFO's absence, will improve efficiency, ensure continuity of financial operations, and strengthen internal controls within the City's finance function.

Budget Impact:

None

Options:

- Adopt the resolution designating the Assistant CFO - Procurement and Assistant CFO - Financial Reporting as deputy finance officers for the purpose of signing purchase orders, contracts, agreements, and checks, and acting as designees in the CFO's absence;
- Amend the resolution; or
- Do not adopt the resolution and provide guidance to staff

Recommended Action:

Adopt the resolution designating the Assistant CFO - Procurement and Assistant CFO - Financial Reporting as deputy finance officers for the purpose of signing purchase orders, contracts, agreements, and checks, and acting as designees in the Chief Financial Officer's absence.

Attachments:

Resolution Deputy CFO

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
DESIGNATING THE ASSISTANT CFO- PURCHASING AND ASSISTANT CFO-
FINANCIAL REPORTING AS DEPUTY FINANCE OFFICERS**

WHEREAS, North Carolina General Statute (NCGS) 159-28 of the Local Government Budget and Fiscal Control Act specifies that no obligation may be incurred in a program, function, or activity included in-the budget ordinance, or project ordinance, unless the budget or project ordinance includes an appropriation authorizing the obligation and an unencumbered balance remains in the appropriation sufficient to pay in the sums obligated by the transaction.

WHEREAS, NCGS 159-28 further specifies that if an obligation is reduced to a written contract or written agreement requiring the payment of money, or is evidenced by a written purchase order for supplies and materials, the written contract, agreement, or purchase order shall include on its face a certificate stating that the instrument has been preaudited to assure compliance with this requirement.

WHEREAS, NCGS 159-28 further specifies the certificate be signed by the finance officer, or any deputy finance officer approved for this purpose by the governing board.

WHEREAS, it would promote efficiency within the City's Finance Department to designate the City's Assistant CFO- Procurement and Assistant CFO – Financial Reporting as deputy finance officers for the purpose of executing the pre-audit certificate on City of Fayetteville purchase orders, contracts, agreements, and sign checks as enumerated in Article 3, Chapter 159 of the North Carolina General Statutes.

WHEREAS, the designation of deputy finance officer, given in council resolution R2018-003, is removed from the Purchasing Manager and Special Assistant to the City Manager.

WHEREAS, it would promote efficiency within the City's Finance Department to designate the City's Assistant CFO- Procurement and Assistant CFO – Financial Reporting as deputy finance officers also for the purpose of acting as designees in the event of the Chief Financial Officer's absence.

WHEREAS, it would promote efficiency within the City's Finance Department to designate the City's Assistant CFO- Procurement and Assistant CFO – Financial Reporting as deputy finance officers also for the purpose of acting as designees in the event of the Chief Financial Officer's absence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Purchasing Manager and Special Assistant to the City Manager are removed the designation of deputy finance officers, and the City's Assistant CFO- Procurement and Assistant CFO – Financial Reporting are designated deputy finance officers, pursuant to NCGS 159-28, to execute the pre-audit certificate on purchase orders, contracts and agreements, sign checks, and act as designees in the Chief Financial Officers absence.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 12TH day of January 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE, NORTH CAROLINA

Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 26-0025

Agenda Date: 1/12/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 8.0A10

TO: Mayor and Members of City Council

**THRU: Timothy L. Bryant, CEO/General Manager
Fayetteville Public Works Commission**

FROM: Fayetteville Public Works Commission

DATE: January 12, 2026

**RE:
PWC Recommendation - Approve Construction Award for the Re-advertised
Water Main Replacement & Rehabilitation**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bids were received for the construction award for the Re-advertised Water Main Replacement and Rehabilitation. The lowest responsive and responsible bidder, and in the best interest of PWC, is Insituform Technologies LLC, Southington CT, for the total amount of \$8,979,370.00.

Background:

The Fayetteville Public Works Commission, during the meeting on December 10, 2025, approved the construction award recommendation for the Re-advertised Water Main Replacement and Rehabilitation to Insituform Technologies LLC, Southington, CT, the lowest responsive and responsible bidder, and in the best interest of PWC, for the total amount of \$8,979,370.00, and forward to City Council for approval.

Bid Date: September 11, 2025

CONFORMING BIDDER

TOTAL PRICE

Insituform Technologies, LLC, Southington, CT	\$8,979,370.00
---	----------------

NON-CONFORMING BIDDER

Mainlining America, LLC, Livingston, NJ

Issues/Analysis:

The bid notice was advertised through our usual channels on September 11, 2025, with a bid opening date of October 16, 2025. Bids were solicited from three (3) vendors, and

two (2) bids were received. Award is recommended to Insituform Technologies, LLC, Southington, CT. **MWDBE / SLS Participation:** Insituform Technologies, LLC, is neither a small nor local supplier, nor a MWDBE business. Insituform Technologies, LLC plans to subcontract 26.6% of this project to MWDBEs

Budget Impact:

The Re-advertised Water Main Replacement & Rehabilitation is budgeted in 217.0000.0435.2600070-11.700030...CPR1000085

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council approve the construction award recommendation for the Re-advertised Water Main Replacement and Rehabilitation to Insituform Technologies LLC, Southington, CT, the lowest responsive and responsible bidder, and in the best interest of PWC, for the total amount of \$8,979,370.00, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:

Recommendation - Readvertisement Water Main Replacement & Rehabilitation

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Timothy L. Bryant, CEO/General Manager

DATE: November 3, 2025

FROM: Candice Kirtz, Director of Supply Chain

.....
ACTION REQUESTED: Approve the construction award for the Readvertisement Water Main Replacement & Rehabilitation (PWC2526023).

BID/PROJECT NAME: Readvertisement Water Main Replacement & Rehabilitation

BID DATE: September 11, 2025

DEPARTMENT: Water Resources Engineering

BUDGET INFORMATION: 217.0000.0435.2600070-11.700030..CPR1000085

.....
CONFORMING BIDDER

Insituform Technologies, LLC, Southington, CT

TOTAL PRICE

\$8,979,370.00

NON-CONFORMING BIDDER

Mainlining America, LLC, Livingston, NJ

.....
AWARD RECOMMENDED TO: Insituform Technologies, LLC, Southington, CT

BASIS OF AWARD: Lowest responsive, responsible bidder and in the best interests of PWC.

COMMENTS: The bid notice was advertised through our usual channels on September 11, 2025, with a bid opening date of October 16, 2025. Bids were solicited from three (3) vendors, and two (2) bids were received. The PWC Procurement and Water Resources Engineering Department requests the rejection of the bid submitted by Mainlining America, LLC, as it was non-conforming to the specified bid requirements.

.....
ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____

DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____

DATE _____

**BID HISTORY
READVERTISEMENT
WATER MAIN
REPLACEMENT &
REHABILITATION
BID DATE: October 16, 2025**

Advertisement

- | | | |
|----|-------------|------------------------------|
| 1. | PWC Website | 9/11/2025 through 10/16/2025 |
| 2. | Addendum 1 | 9/30/2025 |
| 3. | Addendum 2 | 10/7/2025 |

List of Prospective Bidders Notified of Bid

1. Insituform Technologies, LLC, Southington, CT
2. JYMCO Construction Company, Inc., Smithfield, NC
3. Mainlining America, LLC, Livingston, NJ

PWC Procurement Mailing List- Registered vendors via the PWC website and Industry Day registrants. (approximately 2000+ contacts)

Small Business Administration Programs:

Small Business Administration Regional Office (SBA)
NC Procurement & Technical Assistance Center (NCPTAC)
Veterans Business Outreach Center (VBOC)
Small Business Technology Center (SBTDC)
Women's Business Center of Fayetteville (WBC)

Local Business and Community Programs

FSU Construction Resource Office (FSUCRO)
FSU Economic Development Administration Program (FSUEDA)
FSU Career Pathways Initiative
NAACP, Fayetteville Branch
FTCC Small Business Center (SBC)
Greater Fayetteville Chamber, RFP posting submitted
Hope Mills Chamber
Spring Lake Chamber
Hoke Chamber
Fayetteville Business & Professional League (FBPL)

State Business and Community Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)
The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media

Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU
Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

Insituform Technologies, LLC, is neither a small nor local supplier, nor a MWDBE business. Insituform Technologies, LLC plans to subcontract 26.6% of this project to MWDBEs.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0022

Agenda Date: 1/12/2026

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: Dr. Douglas J. Hewett, City Manager

FROM: Rose Rasmussen, CIA, CFE, Internal Audit Director

DATE: January 12, 2026

RE:
Accept the Audit Committee Annual Report to City Council

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal 5: Financially Sound City Providing Exemplary City Services.

Executive Summary:

City Council established the Audit Committee as an advisory committee whose primary purpose is to assist the City Council in fulfilling its oversight responsibilities for the overall stewardship of the City's financial affairs.

Background:

The Audit Committee has five voting members consisting of three City Council members and two members of the business community with experience in the financial industry.

The Audit Committee met four times during fiscal year 2025.

Key highlights of the Audit Committee for July 2024 to June 2025 included: four new audit reports issued and approved with 100% of recommendations accepted by management; one follow-up audit report issued and approved, and approval of the Fiscal Year 2026 Annual Audit Plan

Issues/Analysis:

None

Budget Impact:

None

Options:

Accept the report as presented.

Do not accept the report and request additional information from staff or the Committee

Recommended Action:

Accept the report as presented.

Attachments:

Audit Committee Annual Report for Fiscal Year 2025

Audit Committee Annual Report Presentation

Internal Audit Annual Report for Fiscal Year 2025



Honorable Mayor Mitch Colvin and Members of the City Council:

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

RE: Fiscal Year Ending June 30, 2025, Annual Report of the Audit Committee

Dear Mayor Colvin and City Council Members:

I am pleased to submit the Annual Report of actions and recommendations for the Audit Committee for fiscal year 2025 in accordance with the guidelines set forth in the City of Fayetteville, NC Audit Committee Charter.

The FY25 Audit Committee of the City of Fayetteville consists of eight members:

Voting Members	Non-Voting Members
Chair, Council Member D.J. Haire	Commissioner Christopher G. Davis, PWC Chair
Vice Chair, Mayor Pro Tem Derrick Thompson	Douglas Hewett, City Manager
Council Member Deno Hondros	Rose Rasmussen, Internal Audit Director
Dr. Mfon Akpan, Methodist University	
Ms. Michelle Sykes, External Auditor	

One outgoing member, Dr. Mfon Akpan, formerly a Professor at Methodist University was a crucial part of the committee during the fiscal year. Dr. Akpan graciously served the full allowed term of four years on the Audit Committee, serving 2 years as the Vice Chair. Dr. Akpan provided professional insight on completed audits and consistent support of Internal Audit staff. He made many valuable contributions and the Audit Committee remains thankful for his dedicated service.

The Audit Committee, established by a charter approved by City Council in September 2015, serves as an advisory committee with a primary purpose to assist City Council in fulfilling its oversight responsibilities for the overall stewardship of the City's financial affairs.

The Audit Committee assisted the City Council by:

- Providing an avenue of communication among the City Council, City management, internal audit and the independent auditors.
- Ensuring the City's internal control systems are in place and implemented, including information technology security and control.
- Ensuring City management implements internal audit report recommendations.
- Approving the annual audit plan.
- Reviewing the internal audit charter, activities, staffing, and organizational structure of the internal audit function with the City Manager and the Internal Audit Director and recommend any changes to the City Council.
- Submitting and Annual Report of Audit Committee actions and recommendations to City Council.
- Recommending to the City Council the selection of the independent auditors.
- Continually evaluating the independence of the independent auditors.
- Reviewing the City's Annual Comprehensive Financial Report, management letter and

management's response and forward findings to the City Council.

Highlights from 2025

The Audit Committee met four times over fiscal year 2025.

We received and reviewed the Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2024 from the independent auditors PBMares LLP.

We received and reviewed the Fiscal Year 2025 Internal Audit annual work plan for the fiscal year ended June 30, 2025.

We reviewed internal audit reports as they were released and were briefed on all pending and completed audit assignments by Internal Audit employees and, if applicable, department representatives.

Audit Titles	Status as of 6/30/2025
Police Kronos Implementation Follow-up	Report Issued and Accepted
Economic & Community Development Loans - Neighborly	Report Issued and Accepted
Citywide Grants	Report Issued and Accepted
Republic Downtown Parking Contract	Report Issued
Police Department Confidential Funds	Report Issued

We reviewed the progress of quarterly follow-up activities and discussed the action plan related to outstanding audit issues.

Looking Forward

Based on the FY2026 Internal Audit annual work plan, we anticipate receiving and accepting six new audits and one follow-up audit for fiscal year 2026.

Audit Titles	Status as of 1/12/2026
Residential Solid Waste Fees Follow-up	Report Issued
Solid Waste Management	Report Issued
Fire Emergency Response	Audit In Progress
Transit Fixed Route Operations	Not Started
Police Department Traffic Unit	Not Started
Information Technology Asset Management	Not Started
Police Department Confidential Funds	Not Started

The Audit Committee members wish to express our appreciation to City staff that support our efforts and keep us informed of events and issues in the City. We look forward to continuing to serve the interests of the City of Fayetteville in the coming year.

Respectfully,

Audit Committee Chair



Audit Committee

*Annual Report to City Council
January 12, 2026*



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



Voting Members



Chair, Council Member
Dr. D.J. Haire



Vice Chair Mayor Pro Tem
Derrick Thompson



Council Member
Deno Hondros



Outgoing Vice Chair,
Dr. Mfon Akpan



Michelle Sykes

Outgoing Member



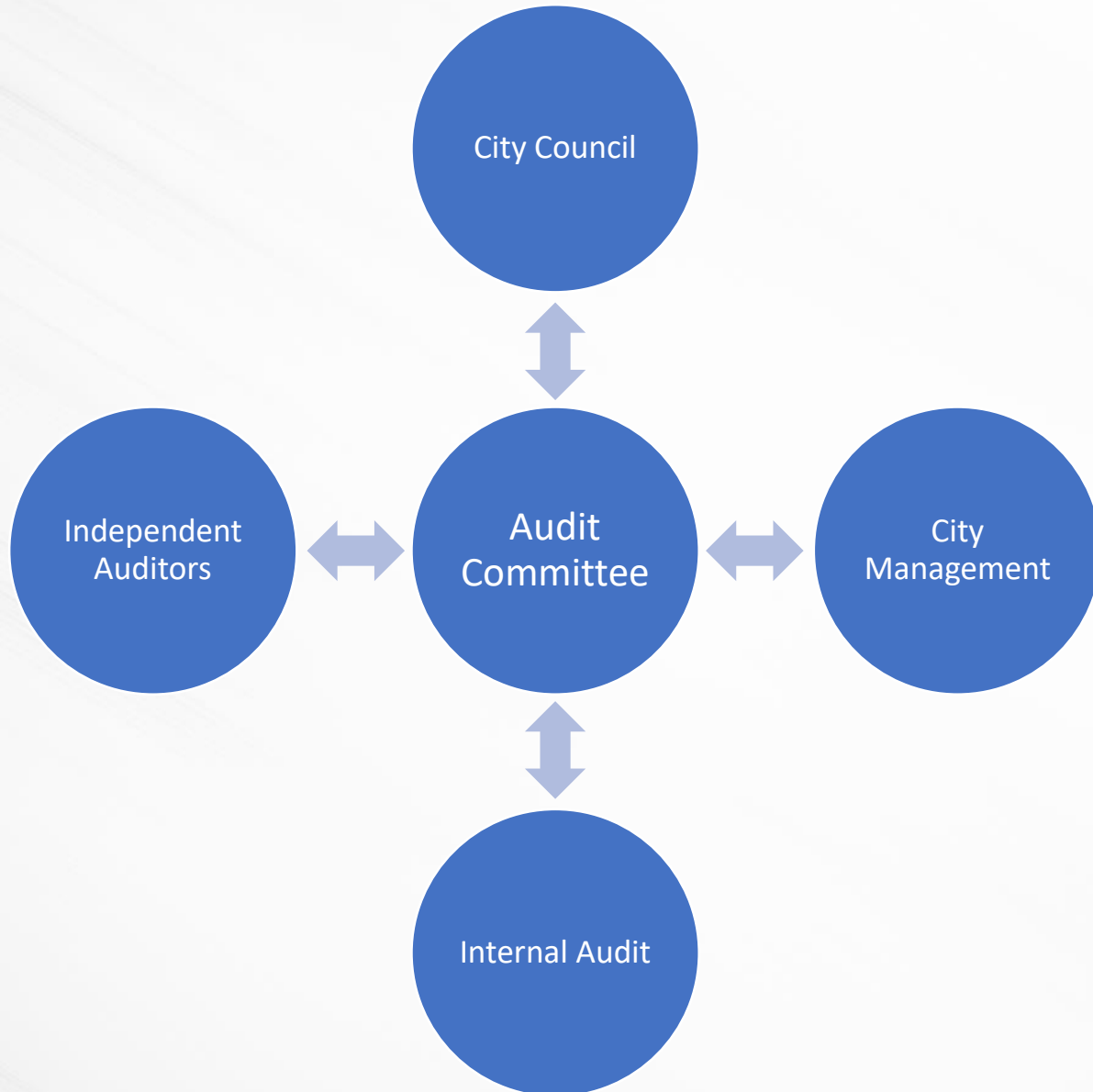
City of Fayetteville, NC Audit Committee Charter

Committee Purpose

The Audit Committee has been established as an advisory committee whose primary purpose is to assist the City Council in fulfilling its oversight responsibilities for the overall stewardship of the City's financial affairs.



Established
in 2015



November 2, 2024

City Council
City of Fayetteville, North Carolina

Attention: Honorable Mayor and Members of the City Council

We are pleased to present this report related to our audit of the basic financial statements of City of Fayetteville, North Carolina (the City of Fayetteville) as of and for the year ended June 30, 2024. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City of Fayetteville's financial reporting process.

This report is intended solely for the information and use of the City Council and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City of Fayetteville.

PBMares, LLP

PBMares, LLP



POLICE KRON
FOLLOW-UP (C
ISSUED OCTOBER 20

ANNUAL AUDIT PLAN

FISCAL YEAR 2025



Office of Internal Audit



Economic & Community Development
Loans – Neighborly (A2025-05)

ISSUED JANUARY 2025

Office of Internal Audit



POLICE DEPARTMENT CONFIDENTIAL
FUNDS

ISSUED AUGUST 2025

Office of Internal Audit

Office of Internal Audit
 Quarterly Management Implementation Status Report
 Fiscal Year 2024-2025 (3rd Quarter)



Recommendations							
Audit Title	Date Released	Issued	Accepted	Not Started	In Progress	Implemented	Overdue
A2025-05 Economic & Community Development Loans - Neighborly: ECD Department	January 2025	8	8	0	0	8	0
A2025-05 Economic & Community Development Loans - Neighborly: Finance Department	January 2025	2	2	0	0	2	0

RECOMMENDATION 1.2 If possible, utilize the Neighborly software to:

- a. Create inspection monitoring tasks for each HOME loan to ensure that these items are completed when needed on a consistent basis.
- b. Notify ECD staff of the necessary documentation to show property standards and HUD requirements are met.

MANAGEMENT RESPONSE We concur. Management is in full agreement with the recommendation. Neighborly’s Asset module is not yet implemented and will require HOME Monitoring Checklist 6-A and 6-B at set up then 6-C and 6-D on an annual basis with automated reminders for staff and property managers. Full implementation of this module will be ready during the FY25 monitoring cycle which will begin in April.
Responsible Party: Jeff Morin, Housing Program Manager
Implementation Date: April 30, 2025

STATUS AS OF April 24, 2025 In Progress


STATUS AS OF August 28, 2025 Implemented

RECOMMENDATION 2.2 If possible, utilize the Neighborly software to notify ECD staff that the loan has been fully paid and the lien needs released.

MANAGEMENT RESPONSE We concur with reservations. Management is in agreement with the recommendation, but there are circumstances that could affect its implementation which have to be resolved. Staff is not sure if this functionality can be implemented in Neighborly but will be exp
 the possibility with the software team. If it is possible to implement, it will be done.



Looking Forward

Audit Titles	Status as of January 1, 2026
Residential Solid Waste Fees Follow-up	Report Issued
Solid Waste Management	Report Issued
Fire Emergency Response 	Audit In Progress
Transit Fixed Route Operations	Not Started
Police Department Traffic Unit	Not Started
Information Technology Asset Management	Not Started
Police Department Confidential Funds	Not Started

**We ask City Council
Accept the Fiscal Year
2025 Audit Committee
Report.**





FayettevilleNC.gov



INTERNAL AUDIT ANNUAL REPORT

FISCAL YEAR 2025

Office of Internal Audit

Director of Internal Audit

Rose Rasmussen, CIA, CFE

Senior Internal Auditor

Christina Zimmerman, CFE

Internal Auditor

Eleanor Myers



Our Mission

Provide independent, objective assurance and consulting services designed to add value and improve the City of Fayetteville's operations.

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Introduction

According to *City of Fayetteville, NC Internal Audit Charter*, the Internal Audit Director will annually report to the Audit Committee and the City Manager on the internal audit activity’s purpose, authority, responsibility, and performance relative to its annual audit plan. The Internal Audit Director is also responsible for reporting significant risk exposures, control issues, fraud risks, governance issues, and other matters needed or requested by the Audit Committee and the City Manager.

Purpose/Mission

The mission of the Office of Internal Audit is to provide independent, objective assurance and consulting services designed to add value and improve the City of Fayetteville’s operations. The Office of Internal Audit helps the City of Fayetteville’s management team accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

Key Performance Measures	FY 2024 Actual	FY 2025 Actual	FY 2026 Target
% of Internal Audit recommendations accepted by management	100%	100%	100%

Authority

The Office of Internal Audit shall have full, free, and unrestricted access to any and all of the City of Fayetteville’s records, physical properties and personnel pertinent to carrying out any engagement. All employees are expected to assist the Office of Internal Audit in fulfilling its roles and responsibilities. The internal auditors will also have free and unrestricted access to the City Council and the Audit Committee.

Responsibility

Audit coverage will encompass, as deemed appropriate by the Internal Audit Director, independent reviews and evaluations of any and all management operations and activities to appraise:

- Measures taken to safeguard assets, including tests of existence and ownership as appropriate.
- Reliability, consistency, and integrity of financial and operating information.
- Compliance with policies, plans, standards, laws, and regulations that could have significant impact on operations.
- Economy and efficiency in the use of resources.
- Effectiveness in the accomplishment of the mission, objectives, and goals established for the City’s operations and projects.
- Managing and responding to the Fraud hotline.

Audit Services

AUDITS	STATUS
Police Kronos Implementation Follow-up (A2022-02F) <i>2 recommendations issued in January of 2024</i> <ul style="list-style-type: none"> Fully Implemented - 2 	Report Issued October 2024
Economic & Community Development Loans – Neighborly (A2025-05) <i>10 recommendations issued</i>	Report Issued February 2025
Citywide Grants (A2025-03) <i>12 recommendations issued</i>	Report Issued April 2025
Downtown Republic Parking Contract (A2025-06) <i>2 recommendations issued</i>	Report Issued August 2025
Police Department Confidential Funds (2025-01) <i>0 recommendations issued</i>	Report Issued August 2025

REQUIRED REVIEWS & CONSULTING SERVICES	STATUS
Annual Proximity Card Review	Complete
Annual Conflict of Interest Review	Complete
HUB HCM Oracle Access Controls Review	Complete
HUB HCM Payroll Implementation	Continuous

Fraud, Waste and Abuse Investigations

The Office of Internal Audit also manages suspected cases of fraud, waste and abuse reported by employees, vendors and citizens. Such cases may be reported in various ways to include in-person, telephone, e-mail, or the City's Fraud Hotline. The City's Fraud Hotline is operated by a third party and reports can be made anonymously either over the telephone or online.

For fiscal year 2025, there were 11 incidents reported of which 73% were reported through the Fraud Hotline.

Table 1 summarizes the various types of allegations received.

ALLEGATION TYPE	HOTLINE	NON-HOTLINE	TOTAL
Conflict of Interest	0	1	1
Customer Relations	1	0	1
Employee Relations	1	0	1
Fraud	0	1	1
Policy Issues	3	0	3
Safety Issues & Sanitation	0	1	1
Theft of Time	1	0	1
Theft or Misuse of Company Assets/Services	1	0	1
Wage/Hour Issues	1	0	1
Total	8	3	11

Allegations may be investigated by the Office of Internal Audit, referred to a City department (generally for lower risk issues), referred to a non-City agency (if relating to matters outside City jurisdiction or requiring external law enforcement), and/or deemed non-actionable. Non-actionable allegations result from insufficient or dated information, prior corrective action, immateriality or inappropriate use of the Hotline. If referred to a City department, the Office of Internal Audit generally requests the department to investigate, take appropriate action and communicate the results to the Office of Internal Audit within 30 days.

Resolved allegations are categorized as: Substantiated (allegation was validated); Substantiated – No Violations (conditions cited were accurate but did not constitute a violation); Unsubstantiated; Department Resolution; or Inconclusive (available evidence is not sufficient to determine the validity of the allegation).

Table 2 summarizes assignments and dispositions for allegations reported and/or resolved during fiscal year 2025.

DISPOSITION	REFER	INVESTIGATE	TOTAL
Department Resolution	0	0	0
Non-Actionable	1	2	3
Unsubstantiated	1	2	3
Open/Ongoing Allegations	0	0	0
Substantiated	0	1	1
Substantiated – No Violations	0	2	2
Inconclusive	0	2	2
Total	2	9	11

Leadership and Other Accomplishments

Internal Audit staff provided training to City employees through:

- Creation and distribution of required ethics training to all full time City employees, and
- A fraud, waste and abuse presentation given to 386 new City employees during new employee orientation.

Internal Audit staff celebrated Internal Audit Awareness Month during May by sending weekly citywide communications covering the following topics.

- What is Internal Audit?
- Could You Spot Fraud, Waste or Abuse?
- See Something? Say Something – Confidentially & Safely
- What are Internal Controls?

On a quarterly basis a Management Implementation Status Report was prepared and distributed to the Audit Committee members to help Committee members fulfill their responsibilities of oversight. Additionally, the Audit Committee members were presented a summary presentation from the City’s external auditors regarding the annual financial report.

Staff Training and Professional Development

Internal Audit staff completed training and professional development activities during fiscal year 2025. The training included, but was not limited to, local government auditing, ethics, fraud, communication, interpersonal skills, cyber security and emerging technologies. Internal Audit staff are members of the following professional organizations:

- The *Institute of Internal Auditors (IIA)* established in 1941, is an international professional association and is the internal audit profession's leader in standards, certification, education, research, and technical guidance throughout the world.
- The *Association of Certified Fraud Examiners (ACFE)*, established in 1988, is a professional association with a mission to reduce the incidence of fraud and white-collar crime and to assist the membership in fraud detection and deterrence.
- The *Association of Local Government Auditors (ALGA)*, established in 1989, is a professional association committed to providing an inclusive and thriving community for all local government auditors working together, making a difference for the public good.
- The *Information Systems Audit and Control Association (ISACA)*, established in 1967, is a professional association committed to the advancement of digital trust by empowering IT professionals to grow their skills and knowledge in audit, cybersecurity, emerging tech and more.

Summary

In summary, Internal Audit staff took on new endeavors and made a strong effort to complete as many audits and projects as possible during the past fiscal year. Internal Audit's success this past fiscal year was made possible as a result of the support of the City Manager's office, and the hard work of each of the department's personnel. Over the past year the strengths and skills of Internal Audit personnel developed in a way that contributed to the success of the Office. Internal Audit strived to ensure the scope of each audit engagement added value to the organization and good customer service was provided.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0028

Agenda Date: 1/12/2026

Version: 1

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, City Manager
Jeffery Yates, Assistant City Manager**

**FROM: Chris Lowery, Strategic & Performance Analytics Manager
Andy Brayboy, Senior Corporate Performance Analyst**

DATE: January 12, 2026

**RE:
Receive the FY26 2nd Quarter Strategic Performance Report**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

The City of Fayetteville's strategic plan is a vital tool for guiding the City's growth and progress. It sets a clear direction for the future, ensuring vitality and sustainability while driving programmatic performance. As Fayetteville continues to thrive, the strategic plan articulates a long-term vision that informs priorities, fosters data-driven decision-making, and supports continuous improvement. This commitment to strategic planning and performance management strengthens the City, ensuring the delivery of excellent services and enhancing the quality of life for all residents.

Executive Summary:

The Fayetteville City Council is dedicated to fostering a high-performance organization by leveraging data and stakeholder input to develop a forward-thinking, progressive, and outcome-driven strategic plan for the City.

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

During the annual retreat in February 2025, the City Council refined the strategic direction for the City by identifying five key priorities for FY 2026. These priorities were formally adopted at the May 2025 City Council Meeting as part of the City's FY 2026 Strategic Plan.

To ensure progress toward these priorities, the City Manager's Office has tasked the Office of Strategy and Performance Analytics with coordinating regular updates from cross-departmental teams. These updates are reported quarterly to the City Council. The 2nd Quarter Strategic Performance Report, as of December 31, 2025, is now presented

for Council's review.

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

Background:

The City of Fayetteville desires to be data-driven and results-focused with a robust strategic plan and performance framework. The City believes that better policy is developed through proactively encouraging resident, employee, and business participation in government and by providing diverse engagement opportunities with easy and open access to public data and information.

Issues/Analysis:

None.

Budget Impact:

Budget/ resources have been provided for each priority action plan.

Options:

- 1) City Council accepts the FY26 2nd Qtr. Strategic Performance Report
- 2) City Council rejects the FY26 2nd Qtr. Strategic Performance Report and provides additional direction to the City Manager.

Recommended Action:

City Council accept the FY26 2nd Qtr. Strategic Performance Report.

Attachments:

FY26 - Strat Plan Priorities Performance_Q2
FY26 - Scorecard KPI_MASTER_Q2

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL I: The City of Fayetteville will be a safe and secure community.	FFD Average Actual Dollar Loss/Save Ratio Percentage.	Fire Department	Imagetrend RMS	97.3%	96.4%	94.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	90th percentile total emergency response time	Fire Department	Imagetrend RMS	6:54	7:25	7:20
GOAL I: The City of Fayetteville will be a safe and secure community.	% of structure fires confined to room of origin	Fire Department	Imagetrend RMS	68.0%	72.0%	60.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of structure fires starting in the kitchen	Fire Department	Imagetrend RMS	34.0%	42.0%	>45%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of new construction properties in compliance with fire codes upon initial inspection.	Fire Department	Imagetrend & IDT RMS	87%	78%	70%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of all NC General Statue mandatory inspections completed annually	Fire Department	Imagetrend & IDT RMS	71.0%	85%	80%
GOAL I: The City of Fayetteville will be a safe and secure community.	Traffic collisions per 1,000 residents	Police Department	RMS	10.6	11.1	10
GOAL I: The City of Fayetteville will be a safe and secure community.	Ratio of traffic violations for safe movement to traffic collisions	Police Department	RMS	3.19	5.4	2.77
GOAL I: The City of Fayetteville will be a safe and secure community.	% change in Total Crimes	Police Department	RMS	-0.5%	2.8%	-9.0%
GOAL I: The City of Fayetteville will be a safe and secure community.	% of scheduled community watch group meetings attended by FPD	Police Department	Community Affairs	100%	100%	100%
GOAL I: The City of Fayetteville will be a safe and secure community.	Average Police Department response time for priority 1 calls (in seconds).	Police Department	Police	531	463	600
GOAL I: The City of Fayetteville will be a safe and secure community.	# of community outreach events for FFD	Fire Department	Imagetrend RMS	164	274	10
GOAL I: The City of Fayetteville will be a safe and secure community.	# of community outreach events for FPD	Police Department	Community Affairs	41	35	90
GOAL I: The City of Fayetteville will be a safe and secure community.	\$ of community safety micro-grant funding invested in the City	Economic & Community Development	Neighborly App & Internal Docs.	\$84,500	\$0	\$200,000
GOAL I: The City of Fayetteville will be a safe and secure community.	# of community safety micro-grant awarded	Economic & Community Development	Neighborly application	20	0	46
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with how quickly police respond to emergencies.	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with overall quality of fire protection and rescue services.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with overall police relationship with your community.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL I: The City of Fayetteville will be a safe and secure community.	% satisfaction with the City's efforts to prevent crime.	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of commercial building permits issued	Development Services	IDT	35	57	250
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of residential building permits issued	Development Services	IDT	211	165	1,000
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of based aircraft maintained at Fayetteville Regional Airport	Airport	Airport Master Record (5010)	58	58	58
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall strength of Fayetteville's economy	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of dangerous and/or blighted structures removed	Development Services	IDT	18	18	60
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall quality of life in the City	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# of jobs created through ECD and FCEDC	Economic & Community Development	ECD & FCEDC	124	13	135
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	# Jobs retained through ECD grants and loans	Economic & Community Development	Neighborhoodly & Internal Documents	31	16	35
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	\$ amount of ECD funds invested in the city through grants and loans	Economic & Community Development	Neighborhoodly & Internal Documents	\$2,140,622	\$1,130,420	\$7,303,153
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall availability of employment opportunities in Fayetteville	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% vacancy rate in city (Office, Industrial, Retail)	Strategic & Performance Analytics (SPA)	FCEDC	6.23%	5.78%	N/A

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL II: The City of Fayetteville will have a Responsive City Government supporting a diverse and viable economy.	% satisfaction overall quality of businesses, services, and retail in Fayetteville	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	Miles of Streets Resurfaced	Public Services	PAVER	14.7	14.7	39
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of streets rated with a Pavement Condition Index (PCI) of 71 or greater.	Public Services	PAVER	90%	90%	90%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of traffic signal intersection equipment meeting NCDOT standards of inspection biannually	Public Services	Cityworks	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of City infrastructure that meets standards of preparation for a 10-year storm	Public Services	GIS	81%	81%	85%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of eligible Drainage Assistance Plan (DAP) projects that received funding	Public Services	SWAB Agenda	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	\$ Projected contractor valuation for residential and commercial building permits issued	Development Services	IDT	\$92,662,082	\$40,815,611	\$300,000,000
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% satisfaction overall with how well the City is planning for growth	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# of trades inspections (Residential & Commercial)	Development Services	IDT	5,861	4,605	29,000
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of trades inspections completed within the state mandated deadline	Development Services	IDT	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# Construction plans reviewed	Development Services	IDT	1,635	1,312	7,500
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of construction plan reviews completed within the state mandated deadline	Development Services	IDT	100%	100%	100%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	# of code enforcement violation cases opened	Development Services	Cityworks and Master Report	3,366	3,260	13,200
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of violations resolved by property owner	Development Services	Cityworks	93.4%	78.6%	70%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of code enforcement cases opened proactively	Development Services	Cityworks and Master Report	63.6%	85.4%	70%

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of structures removed from dangerous and/or blighted status due to owner compliance	Development Services	Cityworks	66.7%	74.2%	50%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% satisfaction overall enforcement of codes and ordinances	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% uptime of Network Infrastructure Services	Information Technology	IT Office Records	99.72%	99.99%	99.98%
GOAL III: The City of Fayetteville will be a city invested in Today and Tomorrow.	% of uptime for City websites	Information Technology	Monsido software	99.98%	99.97%	99.98%

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Average load factor percentage	Airport	Airline Monthly Report	86.2% est	80.6% est	80.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of enplaned/deplaned passengers	Airport	Airline Monthly Report	94,000 est	173,654 est	340,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total fixed route transit passengers annually	Transit (FAST)	APC Data - UTA	366,159	333,025	1,506,829
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total FASTTRAC! transit passengers annually	Transit (FAST)	RouteMatch	11,266	10,628	55,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	On-time performance of fixed route transit services	Transit (FAST)	APC Data - UTA	76.0%	77.0%	75.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	On-time performance of FASTTRAC! transit services	Transit (FAST)	RouteMatch	93.0%	90.0%	85.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of bus stops with shelters and/or benches	Transit (FAST)	Staff - GIS Layers	25.3%	25.3%	27.0%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction with the condition and usability of the airport	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction with the availability of public transportation	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total parks and recreation registered athletic participants	Parks & Recreation	RecTrac	5,894	8,098	12,981
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of total parks and recreation registered non-athletic participants	Parks & Recreation	RecTrac	5,948	14,216	25,252

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of paid swimming pool patrons	Parks & Recreation	RecTrac	27,216	27,216	66,377
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of Parks and Recreation programs and services	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of roadways with a sidewalk and/or bicycle lane	Public Services	GIS	39%	39%	40%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of linear feet of all sidewalks installed	Public Services	Cityworks	2,604	21,061	28,500
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Total miles of trails maintained by parks and recreation	Parks & Recreation	Master Plan	11.5	11.5	12.1
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall condition of sidewalks	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of Acres of Publicly accessible parks and recreation-maintained spaces	Parks & Recreation	Facilities Inventory	1,368.5	1,368.5	1,368.5
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of City Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	662	2,175	2,500
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of DOT Curb Miles Swept Quarterly	Public Services	Street Maintenance Records	286	1,080	6,000
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of Diversion rate for recycling	Public Services	Solid Waste Office Records	33%	32%	40%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of Successful solid waste Collection	Public Services	Solid Waste Office Records	100.0%	100%	100.0%

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of self-correction after solid waste notice of violation	Public Services	Solid Waste Office Records	92%	91%	90%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% of all illegal dump sites mitigated within 5 business days	Public Services	Solid Waste Office Records	85.0%	87%	90%
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Litter index	Parks & Recreation	Sustainable Sandhills	N/A	N./A	2.00
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of solid waste services	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of single-family affordable housing units leveraged via ECD funding	Economic & Community Development	Internal Count	9	0	4
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of multi-family affordable housing units leveraged via ECD funding	Economic & Community Development	Neighborhoodly Application	0	84	5
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of first-time home buyers assisted with Homebuyer HERO funding	Economic & Community Development	Internal Count	13	9	10
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of homeowners assisted with critical and emergency repairs	Economic & Community Development	Internal Documents	2	5	50
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	% satisfaction overall quality of life in your neighborhood	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of unique interactions at Fayetteville Cares Day Resource Center (FCDRC)	Economic & Community Development	Manna Dream Center	545	306	1,200
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	Total # of interaction at FCDRC	Economic & Community Development	Manna Dream Center	3,183	2,289	11,750

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and recreate.	# of active community partners at FCDRC	Economic & Community Development	Manna Dream Center	42	45	30

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	# of financial compliance findings reported in prior year annual financial audit	Finance	ERP	0	0	0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	PO Timeliness (days)	Finance	ERP	2	2	2
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Time to pay (business days)	Finance	ERP	5	1	5
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Financial Audit Timeliness (days)	Finance	ACFR Filing	0	0	0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Grant Reporting Timeliness (days)	Finance	Mutliple Documents	0	0	0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Solicitation Timeliness (days)	Finance	Department Documents	14	14	14
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	General obligation bond rating	Finance	Bond Rating Agency	Aa1 /AA+	Aa1 /AA+	Aa1 /AA+
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% Fleet availability	Finance	AssetWorks	97.0%	98.0%	98%

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Average Fleet turnaround time (within 72 hrs)	Finance	AssetWorks	82.0%	82.0%	80%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Avg # of days to close a FayFixIT ticket	City Manager’s Office	FayFixIT	4.4	3.6	5.0
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% satisfaction overall quality of services provided by the City	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Retention Rate	Human Resources Department	HRD Office Records	85.0%	96.7%	80%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	Mean Response of employees satisfied with their job	Human Resources Department	Employee Survey	80%	1	80%
GOAL V: The City of Fayetteville will be a financially sound city providing exemplary city services.	% of employees who would recommend the City as a good place to work.	Human Resources Department	Employee Survey	74%	1	74%

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of city contracts award to LSDBE	Finance	ERP	50%	32%	40%
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction level of public involvement in local decisions	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of public records requests	Marketing & Communications	NEXT REQUEST	1,692	1,477	2,500
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Social Media Audiences	Marketing & Communications	Sprout Social	76,441	74,088	88,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of website visits	Marketing & Communications	Monsido	282,067	265,590	1,102,500
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Average wait time (secs) for 1FAY call center	City Manager’s Office	RingCentral	105	124	120
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total Calls Answered	City Manager’s Office	RingCentral	14,588	12,132	54,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction with overall customer service	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of residents who felt the city is moving in the right direction	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction with Time it took for residents requests to be answered	Strategc & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A

GOAL	KPI ¹	OWNER	DATA SOURCE	QTR 1	QTR 2	FY26 TARGETS
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of Boards and Commission Applicants	City Clerks Office	Granicus	47	16	160
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of social media impressions	Marketing & Communications	Sprout Social	2,823,262	2,008,472	6,240,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Podcast views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	14,807	6,923	52,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	Total # of Video views	Marketing & Communications	YouTube, Media Cloud Streaming, Sprout Social	37,420	611,233	520,000
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of FayFixIT Users	City Manager's Office	FayFixIT	11,732	11,927	12,230
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	# of Housing Educational/Outreach Events ECD Hosts/Participates In	Economic & Community Development	Internal Documents	2	0	100
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% of residents very satisfied or satisfied with the availability of information about city programs and services	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A
GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.	% satisfaction overall effectiveness of communication with the public	Strategic & Performance Analytics (SPA)	Resident Survey	N/A	N/A	N/A



FY26 Strategic Priorities: *Q2 Performance Update*

Office of Strategic & Performance Analytics (SPA)

Chris Lowery – Manager

Andrew Brayboy – Sr. Analyst



Significant Progress

The City of Fayetteville is making significant strides toward our FY26 goals, transforming data into actionable impact across the community.



Story Behind the Numbers

This presentation will highlight not just the numbers, but how our strategic initiatives are creating meaningful changes for our residents.



Performance Data

We'll review key performance on strategic priorities set by the City Council, focusing on Q1 – FY26.



- 1. Ongoing commitment to a comprehensive approach to community safety.**
- 2. Enhance economic growth throughout the City.**
- 3. Continue the City's commitment to revitalization efforts and housing needs.**
- 4. Evaluate and expand transportation and other connectivity for residents.**
- 5. Increase Parks and Recreation opportunities for youth engagement and interaction.**



1. Ongoing commitment to a comprehensive approach to community safety.



KPI ¹	Owner	Qtr. 1	Qtr. 2	FY26 Target
Total # of Unique Interactions at Fayetteville Cares Day Resource Center (FCDRC)	ECD	545	306	1,200
Total # of Interactions at FCDRC	ECD	3,183	2,289	11,750
# of Active Community Partners at FCDRC	ECD	42	45	30
90th percentile total emergency response time (in minutes)	Fire	6:54	7:25	7:20
Average Police Department response time for priority 1 calls (in seconds).	FPD	531	462.67	600
# of individuals accessing mental health services through liaison.	OCS	60	54	200
# of Community Safety Micro-Grants Awarded	ECD/OCS	20	0	46
\$ Amount of Community Safety Micro-Grant Funding Invested in the City	ECD/OCS	\$84,500	\$0	\$200,000
# of community outreach events hosted and supported by OCS	OCS	59	81	125



2. Enhance economic growth throughout the City.

KPI ¹	Owner	Qtr. 1	Qtr. 2	FY26 Target
\$ amount of workforce development funding secured	CMO	N/A	N/A	N/A
# of Jobs Created through ECD Grants and Loans	ECD	124	13	135
# of Jobs Retained through ECD Grants and Loans	ECD	31	16	35
# of Small Businesses Supported through City-Partner Programs	ECD	1	1	5
Amount of ECD Funds Invested in Small Business Programs	ECD	\$ 6,953.76	\$ 21,443.14	\$175,000
Amount of ECD Funds Invested in the City through Grants and Loans	ECD	\$ 2,140,622	\$ 1,130,420	\$7,303,153
Submittal of NPDES Annual Report to NCDEQ	Public Services	No	Yes	Yes
% vacancy rate in city (Office, Industrial, Retail)	SPA/FCEDC	6.23%	5.78%	N/A
# of commercial building permits issued	Development Services	35	57	250
# of residential building permits issued	Development Services	211	165	1000



3. Continue the City's commitment to revitalization efforts and housing needs.

KPI ¹	Owner	Qtr. 1	Qtr. 2	FY26 Target
\$ amount of ECD funds invested in the city through grants and loans	ECD	\$2,140,622	\$1,130,420	\$7,303,153
# of Housing Educational/Outreach Events ECD Hosts/Participates In	ECD	2	0	100
# of Single-Family Affordable Housing Units Leveraged via ECD Funding	ECD	9	0	4
# of Multi-Family Affordable Housing Units Leveraged via ECD Funding	ECD	0	84	5
# of Homeowners Assisted with Critical and Emergency Repairs	ECD	2	5	50
# of First-Time Home Buyers Assisted with Homebuyer HERO Funding	ECD	13	9	10
# of Blighted Structures Demolished (CDBG Funded)	ECD / Development Services	3	3	10
# of Blighted Structures Demolished (Non-CDBG Funded)	ECD / Development Services	3	7	3



4. Evaluate and expand transportation and other connectivity for residents.



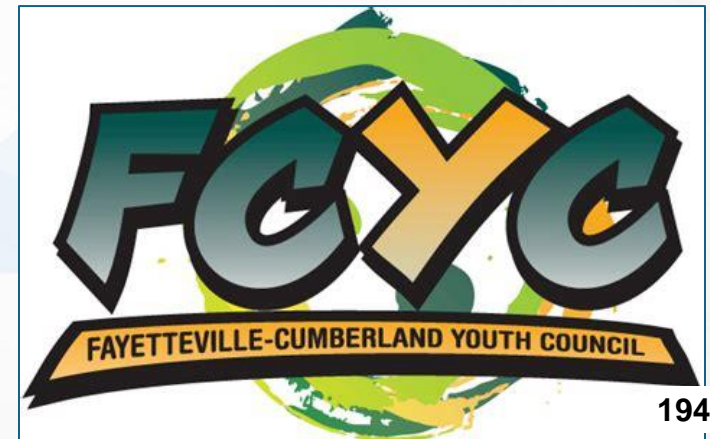
KPI ¹	Owner	Qtr. 1	Qtr. 2	FY26 Target
# of recommendations implemented from Transit's most recent Title VI Survey Analysis	Transit	3	3	TBD
# of transit routes with 30-min frequency or less	Transit	5	5	TBD
% of routes with 30-min frequency or less	Transit	27.7%	27.7%	35%
Transit service reliability rate (% of on-time trips)	Transit	77%	77%	75%
# of City transportation and connectivity plans incorporated into GIS Master Overlay Map	IT	3	10	10
# of public-private partnerships (PPP) initiated around air service.	Airport	N/A	N/A	TBD
# of communication efforts promoting transportation options	MarComm	45	48	TBD
# of Linear feet of available trails	PRM	60,720	60,720	12.1
# of miles of roadway resurfaced and alternate pavement preservation techniques applied	Public Services	14.65	14.65	39
# of linear feet of sidewalk constructed through City and private development projects	Public Services	2,604	21,061	28,500



5. Increase Parks and Recreation opportunities for youth engagement and interaction.



KPI ¹	Owner	Qtr. 1	Qtr. 2	FY26 Target
# of total participants for Orange St. school project.	PRM	351	1,136	500
# of students served through Orange St. STEM or similar school-based initiatives	PRM	71	404	150
# of new programming opportunities.	PRM	5	5	0
# of new hours available for youth engagement and interactions.	PRM	23	83.5	75
\$ value of granting opportunities applied for.	PRM	\$5,000	\$15,000	\$35,000
# of youth participants enrolled in the CIT program.	PRM	74	74	50
# of youth participants enrolled in the Junior Officials program.	PRM	11	12	23
# of youth participants enrolled in the FCYC.	PRM	48	62	50
# of youth participants enrolled in the ACE program.	Airport	N/A	35	30
# of youth participants enrolled in the PALs program.	FPD	87	61	120
# of Youth Engagement Educational/Outreach Events ECD Hosts/Participates In	ECD	3	25	0
# of new youth engaged in Parks & Recreation programming through OCS coordination.	OCS	180	134	250
# of Parks & Rec events/programs co-hosted or supported by OCS.	OCS	4	1	10



- Continue implementation and performance monitoring of FY26 strategic priorities as we move into the second half of the fiscal year.
- FY27 Strategic Planning Retreat to be held in February.
- Present the Quarter 3 FY26 Strategic Plan update to City Council at a regular meeting in April 2026.
- Council Feedback: Feedback from tonight's update will help guide focus areas and resource alignment moving forward.



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