



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, March 9, 2026

6:30 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0A CONSENT AGENDA

7.0A1 [26-0156](#) Approve Meeting Minutes:
February 18, 2026 - Agenda Briefing
February 23, 2026 - Special
February 23, 2026 - Discussion of Agenda Items
February 23, 2026 - Regular

Recommendation: Approve the draft minutes.

7.0A2 [26-0107](#) Adopt Resolution Calling a Public Hearing Regarding the Permanent
Closing of a Portion of McDonald Street

Recommendation: Staff recommends that Council adopt the Resolution declaring
Council's intent to permanently close a portion of McDonald
Street and calling a public hearing for April 27, 2026.

7.0A3 [26-0108](#) Adopt Resolution Calling a Public Hearing Regarding the Permanent
Closing of a Portion of Maxwell Street

Recommendation: Staff recommends that Council adopt the Resolution declaring
Council's intent to permanently close a portion of Maxwell
Street and calling a public hearing for April 27, 2026.

7.0A4 [26-0110](#) Adopt Resolution Calling a Public Hearing Regarding the Permanent
Closing of a Portion of an Unnamed Street Off Cedar Street

Recommendation: Staff recommends that Council adopt the Resolution declaring
Council's intent to permanently close a portion of an Unnamed
Street off Cedar Street and calling a public hearing for April 27,
2026.

- 7.0A5** [26-0161](#) Agreement with Cumberland County for Joint Funding of Year-Round Temporary Emergency Shelter
Recommendation: Authorize the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter, appropriate \$100,000 of general fund balance, and the corresponding budget and financial actions.
- 7.0A6** [26-0143](#) To Accept and Appropriate the Emergency Management Disaster Relief and Mitigation Fund Grant and to Authorize the City Manager to Execute a Memorandum of Agreement with North Carolina Emergency Management for the Locks Creek Roadway and Culvert Flood Mitigation Project
Recommendation: Staff recommends Council accepts the grant, authorize the City Manager to execute a Memorandum of Agreement with NC Emergency Management and Adopt Capital Project Ordinance 2026-36 to appropriate the grant award for the Locks Creek Roadway and Culvert Flood Mitigation Project.
- 7.0A7** [26-0138](#) Approval/Renewal of Agreement with Transportation Network Companies
Recommendation: Motion to approve the proposed agreement with transportation network companies and allow the City Manager to execute these documents on the City's behalf.
- 7.0A8** [26-0152](#) PWC - Approve Sole Source Request - Purchase Twenty (20) LTE-Enabled Wastewater Flow Monitor Units, Twenty (20) Antennas for Communications, Ten (10) Area-Velocity Flow Sensors
Recommendation: The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the sole source request to purchase twenty (20) LTE-enabled wastewater flow monitor units, twenty (20) antennas for communications, ten (10) area-velocity flow sensors from ADS Environmental Services LLC in the amount of \$153,405.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0B ITEMS PULLED FROM CONSENT

8.0 REPORTS FROM BOARDS AND COMMISSIONS

- 8.01** [26-0157](#) Receive the Fair Housing Board Presentation

Recommendation: Receive the report.

9.0 OTHER ITEMS OF BUSINESS

- 9.01** [26-0149](#) Approve Appointment Committee Recommendations for Boards and Commissions Appointments

Recommendation: Approve Appointment Committee recommendations as presented.

10.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

CLOSING REMARKS

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

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

COUNCIL MEETING WILL BE AIRED

March 9, 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



Ongoing commitment to a comprehensive approach to community safety



Continue the City's commitment to revitalization efforts and housing needs



Increase Parks and Recreation opportunities for youth engagement and interaction



Enhance economic growth throughout the City



Evaluate and expand transportation and other connectivity for residents



City of Fayetteville

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

City Council Action Memo

File Number: 26-0156

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A1

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: March 9, 2026

RE:

Approve Meeting Minutes:

February 18, 2026 - Agenda Briefing

February 23, 2026 - Special

February 23, 2026 - Discussion of Agenda Items

February 23, 2026 - Regular

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

Executive Summary:

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

Background:

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

Issues/Analysis:

None.

Budget Impact:

None.

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Four sets of draft minutes

**FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
TEAMS
FEBRUARY 18, 2026
5:00 P.M.**

Present: Council Members Malik Davis (District 2); Antonio Jones (District 3); D.J. Haire (District 4); Derrick Thompson (District 6); Shaun McMillan (District 8)

Absent: Mayor Mitch Colvin; Council Members Stephon Ferguson (District 1); Lynne Greene (District 5); Brenda McNair (District 7); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Michael Gibson, Interim Assistant City Manager
Roberto Bryan, Jr., Police Chief
Gerald Newton, Development Services Director
Dereke Planter, Code Enforcement Administrator Supervisor
Sheila Thomas-Ambat, Public Services Director
Brian McGill, Public Services Assistant Director
Byron Reeves, Public Services Assistant Director
David Steinmetz, Assistant Development Services Director
Willie Henry, Chief Information Officer
Christopher Cauley, Economic & Community Development Director
Albert Baker, Assistant Economic & Community Development Director
Craig Harmon, Senior Planner (departed at 5:31 p.m.)
Yamile Nazar, Human Relations Manager
Scott Walters, Senior Planner (departed at 5:36 p.m.)
Sonyé Randolph, Assistant City Attorney
Angelica McDonald, Assistant City Attorney
Victoria Curtis, Assistant City Attorney
John Jones, Office of Community Safety Director (arrived 5:09 p.m.)
Jennifer Ayre, City Clerk

1.0 CALL TO ORDER

Mayor Pro Tem Thompson called the meeting to order, and it was noted a quorum was not present.

2.0 AGENDA BRIEFING – Review of Items for the February 23, 2026, City Council Meeting

Mr. Craig Harmon, Senior Planner, presented the rezoning items on the consent *Item 7.0A2 - Approve P26-01: A request to rezone property at 600 Hope Mills Rd (0416184349000), consisting of 3.72 acres and owned by LAFAYETTE LAND CORPORATION, from Office and Institutional (OI) to Limited Commercial (LC).* and *7.0A3 - Approve P26-02. A request to amend the MR-5/CZ conditional zoning conditions for property located at 0 Mount Rainer Rd and 0 Rock Creek Ln (PINs 0439300490000 and 0439302525000), consisting of 17.61 acres and owned by Northridge Towns, LLC, et al. to allow up to 200 residential units.* Item 7.0A3 has been before Council multiple times over the past 17 years, once for a conditional rezoning to do condos on the property, once to do single family homes, most recently two years ago for a rezoning to allow for the option of multi-family or single family, and now the owners are requesting an amendment to the conditional rezoning to allow for 200 units and let the market decided what type of housing it is.

Mr. Dereke Planter, Code Enforcement Administrator Supervisor, presented *Item 7.0A4 - Rescind Demolition Ordinances: 820 Zadock Drive - District 8 and 2005 Murchison Road - District 4.* 820 Zadock Drive has been repaired by the owner and 2005 Murchison Road was demolished by the owner and can therefore be removed from the demolition list.

Mr. Planter presented *Item 7.0A5 - Approve Ordinances for Uninhabitable Structures: Demolition Recommendations: 355 Dick Street – District 2, 357 Dick Street – District 2 501 Jennings Farm Road – District 7, 4070 Rosehill Road - District 3.* Mr. Planter there are four residential structures that have been deemed dangerous. 355 Dick Street is being managed by the same owner as 206 Campbell Avenue was. The property owner's legal guardian is Mr.

Konchan Khamone and is doing all of the unpermitted work. He applied for a permit in 2024 and has expired three times. Mr. Khamone did attend the hearing in place of the owner and request 120 days to complete the repairs, which have not been started. Past due taxes on the property are \$1,066.74.

357 Dick Street is owned by a business in Ohio and have past due taxes of \$2,730.34. Once notification was made to the owner, the lender was on the title as a must notify who then reached out to the City to understand why it was being condemned because funding was provided to the owner by the lender to make the repairs which never took place. Conversations have taken place with the business representative who is deciding whether to find a contractor or sell it.

501 Jennings Farm Road has had 26 documented code violations since 2015, and most have come from residents in the community. The City has been maintaining the yard, but the structure continues to deteriorate. The owner attended the hearing, but nothing has been done to bring it into compliance. There is \$1,292.77 in city assessments which were to maintain the yard, but there are no outstanding taxes. Discussion ensued regarding how city assessment fees are recuperated.

4070 Rosehill Road sustained severe damage to the roof from a tree collapsing on it. There have been no conversations with the owner, nor did they attend the hearing. There have been no utilities since 2018, nor are there any city assessments or taxes due.

Mr. Craig Harmon stated *Item 10.01 - P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5). (Tabled from August 25 and October 27, 2025)* is the case that has been tabled twice already. The owners have come to the Technical Review Committee once with a loose plan for duplexes and quadplexes. Under the MR-5 zoning up to 231 units could be built on the property without conditions. Staff will call everyone that has signed up in the past as a reminder. Discussion ensued.

Dr. Gerald Newton, Development Services Director, stated *Item 10.02 - Public Hearing on Text Amendment to Update UDO Section 30-5.L – Signage* had been worked on by a consultant in June which was unanimously approved, however there were some unexpected and unintended consequences. Therefore, staff have worked to address the issues. Mr. Scott Walters, Senior Planner, stated there are nine adjustments for clean-up and clarifications through definitions. Some changes include taking sections out or moving sections to an exempt section, which would allow the residents to not have to apply for or get approval for certain signage. The major change is regarding wall mounted signage with three proposed options. Discussion ensued.

Ms. Jennifer Ayre, City Clerk, provided an overview of the remaining agenda items.

Council Member Davis asked if *Item 7.0A9 Fire Station No. 16 (At the Corner of Cedar Creek Road and Fields Road) Guaranteed Maximum Price (GMP #1) for Construction* includes the playground. Dr. Douglas Hewett, City Manager, stated that will be a separate item that will come later. Mr. Jeffery Yates, Assistant City Manager, stated staff anticipates breaking ground in the first part of May and the playground, while not a part of the Guaranteed Maximum Price (GMP) for construction of the facility, it is in the site plan.

Council Member Haire asked what the *Item 12.01 - Fayetteville State University Update on Memorandum of Understanding for Catalyst Site 1* report includes. Dr. Hewett stated it is a letter from Chancellor Allison and a copy of the amended and restated memorandum of understanding and partial assignment of rights from September 2025. Mr. Chris Cauley, Economic & Community Development Director, stated about two and a half years ago the City entered into a Memorandum of Understanding (MOU) with Fayetteville State University (FSU), giving them exclusive access to the site to come up with plans, complete environmental studies, and anything else needed to realize the vision for the site. The MOU was a three-year agreement, and it will end in June. FSU has been working on the project and provided their updates in the agenda item. Discussion ensued.

Dr. Hewett stated *Item 11.03 - Murchison Choice Neighborhoods 2025 Grant Application Partnership Certification and Leverage Letter* is the City's partnership certification with the Housing Authority and Pennrose. The Choice Neighborhood grant is due March 9, 2026, and this item provides pre-clearance to staff complete and necessary items to apply for the grant. Mr. Chris Cauley, Economic & Community Development Director stated there are items missing from the item that includes the draft letter, partnership certification, and presentation. Due to the

short turnaround, the items were not ready to be placed in the agenda packet today but will be provided to Council by Friday. Discussion ensued.

There being no further business, the meeting adjourned at 5:51 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
021826

MITCH COLVIN
Mayor

**FAYETTEVILLE CITY COUNCIL
SPECIAL MEETING
ST. AVOLD CONFERENCE ROOM, CITY HALL
FEBRUARY 23, 2026
5:00 PM**

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 H. Pulliam, City Attorney
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Peter Flotz, LMG Owner
Connor Bath, Real Estate Development Associate with LMG
Howard Rhodes, outside Counsel
Jennifer Ayre, City Clerk

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

CLOSED SESSION

The Fayetteville City Council met in closed session on Monday, February 23, 2026, at 5:00 p.m. The purpose of the closed session was for Attorney-Client Privilege pursuant to N.C.G.S. § 143 318.11(a)(3).

The regular session recessed at 5:05 p.m. The regular session reconvened at 6:10 p.m.

MOTION: Council Member Davis moved to go into closed session for attorney-client privilege

SECOND: Council Member Hondros

VOTE: UNANIMOUS (10-0)

MOTION: Council Member Thompson moved to come out of closed session.

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0)

There being no further business, the meeting adjourned at 6:10 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
022326

MITCH COLVIN
Mayor

DRAFT

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

Present: Mayor Mitch Colvin;

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
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
Brian McGill, Public Services Assistant Director
John Jones, Office of Community Safety Director
Christopher Cauley, Economic & Community Development Director
David Steinmetz, Assistant Development Services Director
Albert Baker, Assistant Community & Economic Development Director
Craig Harmon, Senior Planner
David Scott, Communications Manager
Kim Toon, Purchasing Manager
Dan LaMontegne, Senior Project Manager with Freese and Nichols
Jennifer Ayre, City Clerk
Members of the Media

Mayor Colvin called the meeting to order at 6:11 p.m.

Mayor Colvin asked the Council to review the regular agenda for the February 23, 2026, meeting.

Discussion ensued regarding the announcements and recognitions.

Council Member Greene stated she would like to pull Item 7.09 - Fire Station No. 16 (At the Corner of Cedar Creek Road and Fields Road) Guaranteed Maximum Price (GMP #1) for Construction for discussion. Dr. Douglas Hewett, City Manager, stated Mr. Jonathan Best from Barr & Barr is in attendance to answer any questions regarding the item.

Discussion ensued regarding moving Item 11.01 - Presentation of Fiscal Year Ended June 30, 2025, Annual Comprehensive Financial Report and Audit Results and Item 11.02 - Update from Financial Advisors on Debt Management and Market Conditions to Item 8.04 and Item 8.05, respectively.

Council Member Haire requested Council to go to the MLK website at <https://mlkmemorialpark.org/history/> where more information and the history of the project can be reviewed.

There being no further business, the meeting adjourned at 6:18 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
022326

MITCH COLVIN
Mayor

**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
FEBRUARY 23, 2026
6:30 P.M.**

Present: Mayor Mitch Colvin;

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

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Tiffany Murray, Chief Finance Officer
Willie Henry, Chief Information Officer
John Jones, Office of Community Safety Director
Sheila Thomas-Ambat, Public Services Director
Christopher Cauley, Economic and Community Development Director
Andrew LaGala, Airport Director
Deonte Watson, Airport Deputy Director
David Steinmetz, Assistant Development Services Director
Craig Harmon, Senior Planner
Scott Walters, Senior Planner
David Scott, Communications Manager
Brian McGill, Assistant Public Services Director
Dereke Planter, Code Enforcement Administrative Supervisor
Kimberly Toon, Purchasing Manager
Robbie Bittner, Partner with PBMares
David Cheatwood, Managing Director with First Tryon Advisors
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

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

2.0 INVOCATION

The invocation was offered by Dr. Gregory Perkins, Associate Pastor with Mount Pisgah MBC.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Ms. Rylan Mack, Junior Mayor and members of FCYC presented an update on their recent work and introduced their "I Care Movement".

Mayor Colvin presented a proclamation to the City's Marketing & Communication department, recognizing Government Communicators Day.

Mayor Colvin presented a proclamation to the City's Public Services Department recognizing National Engineers Week.

Council Member McNair presented proclamations in honor of Community Watch Leaders Day to Crime Prevention Specialist Ms. Marina Sullivan and Community Watch Leaders in District 7, Ms. Tawanna Robinson, Ms. Janell Chandler, Ms. Alice Williams, Ms. Doris McGee, Ms. Raquel Johnson, Mr. Dorrance Kennedy, Ms. Brenda Gordon, and Mr. Gregory Parks.

Council Member Jones presented Certificate of Excellence to the E.E. Smith Boys Varsity Basketball Team and Coaches for winning the 2025 Cumberland County Holiday Classic Championship.

Mayor Colvin presented plaques to the Primetime Elite Bulldogs Football teams for their championship win at the American Youth Football League Championship in Naples, FL.

Council Member Hondros announced February is Heart Health Month and presented health heart habits.

Mayor Pro Tem Thompson announced the AARP Black History Program will be at Bill Crisp Senior Center, 7560 Raeford Road, Fayetteville, NC, on Friday, February 27, 2026, at 2:00 PM. Resident must be 55 and older to attend.

Mayor Pro Tem Thompson announced the Fayetteville Liberty's inaugural basketball game against the Raleigh Firebirds on Friday, March 6, 2026, with halftime performer Petey Pablo.

Council Member Davis announced the United Way of Cumberland County has begun accepting applications for their Leadership Development Program.

Mayor Colvin announced that early voting ends for the primary election on Saturday, February 28, 2026.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, announced the Office of Community Safety is currently accepting Requests for Proposals for Safe Space Activations. This initiative is designed to support community-led events in Fayetteville by providing safe spaces that intentionally foster trust among individuals from diverse communities and neighborhoods. These spaces offer people the opportunity to step away from cycles of violence and trauma, engage in positive interactions, and build pride within the community. We encourage all local organizations to submit a proposal. Proposals must be submitted by March 12, 2026, at 2:00 PM. Additionally, a virtual information session will be held on February 25th from 5:00 PM to 6:00 PM.

Dr. Hewett announced a community feedback session on February 24, 2026, from 6:00 to 8:00 PM, at the Massey Hill Recreation Center. Residents are invited to share input, perspectives, and priorities to help shape the Office of Community Safety's Strategic Plan. For more information, you can contact the office by email at OCS@fayettevillenc.gov or visit us online at www.cityoffayettevillenc.gov.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Thompson moved to approve the agenda and move Item 11.01 - Presentation of Fiscal Year Ended June 30, 2025 Annual Comprehensive Financial Report and Audit Results and Item 11.02 - Update from Financial Advisors on Debt Management and Market Conditions to be Items 8.04 and 8.05.

SECOND: Council Member Jones

VOTE: UNANIMOUS (10-0)

7.0A CONSENT AGENDA

MOTION: Council Member Greene moved to approve the consent agenda with the exception of 7.0A9 - Fire Station No. 16 (At the Corner of Cedar Creek Road and Fields Road) Guaranteed Maximum Price (GMP #1) for Construction

SECOND: Council Member Hondros

VOTE: UNANIMOUS (10-0)

7.0A1 Approval of Meeting Minutes:
February 4, 2026 – Strategic Planning Retreat
February 6, 2026 – Work Session
February 9, 2026 – Discussion of Agenda Items
February 9, 2026 – Regular

City Council approved the four draft meeting minutes.

7.0A2 Approve P26-01: A request to rezone property at 600 Hope Mills Rd (0416184349000), consisting of 3.72 acres and owned by LAFAYETTE LAND CORPORATION, from Office and Institutional (OI) to Limited Commercial (LC)

City Council approved a straight rezoning of 600 Hope Mills Road from Office & Institutional (OI) to Limited Commercial (LC) on a ±3.72-acre, publicly served infill parcel. The purpose is to develop a long-standing vacant property along the Hope Mills Road corridor.

On January 13, 2026, the Zoning Commission held a legislative hearing with one speaker in opposition and three in favor. The Commission voted unanimously to recommend approval.

7.0A3 Approve P26-02. A request to amend the MR-5/CZ conditional zoning conditions for property located at 0 Mount Rainer Rd and 0 Rock Creek Ln (PINS 0439300490000 and 0439302525000), consisting of 17.61 acres and owned by Northridge Towns, LLC, et al. to allow up to 200 residential units

City Council approved the proposed map amendment to the requested Mixed Residential 5 (MR-5/CZ) conditional zoning to allow up to 200 residential units on approximately 17.61 acres located at unaddressed Mount Rainer Road and unaddressed Rock Creek Lane.

On January 13 the Zoning Commission held a Legislative Hearing regarding this case. There were two speakers in favor, none in opposition. The Commission voted unanimously to recommend approval.

**7.0A4 Rescind Demolition Ordinances
820 Zadock Drive – District 8
2005 Murchison Road – District 4**

City Council adopted resolutions rescinding demolition ordinances for 820 Zadock Drive due to the owner repairing building and 2005 Murchison Road as the owner demolished.

Zadock Drive – District 8

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS 2025-026. RESOLUTION NO. R2026-007

2005 Murchison Road

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEMOLITION ORDINANCE NO. NS 2025-034. RESOLUTION NO. R2026-008

**7.0A5 Approve Ordinances for Uninhabitable Structures: Demolition Recommendations
355 Dick Street – District 2
357 Dick Street – District 2
501 Jennings Farm Road – District 7
4070 Rosehill Road – District 3**

City Council adopted the demolition ordinances for four residential structures that have been determined to be dangerous.

355 Dick Street – District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 355 DICK STREET, PIN 0437-61-1889. ORDINANCE NO. NS2026-005

357 Dick Street – District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 357 DICK STREET, PIN 0437-61-1867. ORDINANCE NO. NS2026-006

501 Jennings Farm Road – District 7

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 501 JENNINGS FARM ROAD, PIN 0407-36-2132. ORDINANCE NO. NS2026-007

4070 Rosehill Road – District 3

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 4070 ROSEHILL ROAD, PIN 0429-77-1268. ORDINANCE NO. NS2026-008

7.0A6 Adopt Resolution Appointing Deputy Tax Collectors

City Council adopted a resolution appointing employees within the Finance Department, specifically the Collections Division Supervisor and Accounting Technicians, as deputy tax collectors to assist with the collection of City taxes and assessments.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE APPOINTING DEPUTY TAX COLLECTORS. RESOLUTION NO. R2026-009

7.0A7 Adopt Resolution to Accept a Report of Unpaid Taxes from Cumberland County and Direct the Advertisement of Tax Liens

City Council adopted a resolution to accept the report of unpaid taxes from Cumberland County and to authorize the advertisement of tax liens in accordance with North Carolina law.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE ACCEPTING THE REPORT OF UNPAID TAXES AND DIRECTING THE ADVERTISEMENT OF TAX LIENS. RESOLUTION NO. R2026-010

7.0A8 Approval of the FY2026 Audit Contract and Annual Communications from the Independent Auditors Regarding the FY2026 Audit

City Council approved the Fiscal Year (FY) 2026 audit contract and annual communications from the independent auditors regarding the FY2026 audit by PB Mares, LLP.

7.0A9 PULLED FOR A SEPARATE VOTE

7.0A10 PWC – Approve Bid Recommendation – Annual Contract for Overhead Distribution

City Council approved the award for the Annual Contract for Overhead Distribution to River City Construction, LLC, Washington, NC, the lowest responsive and responsible bidder, and in the best interest of PWC, in the total amount of \$6,641,481.51, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0B ITEMS PULLED FROM CONSENT

7.0B9 Fire Station No. 16 (At the Corner of Cedar Creek Road and Fields Road) Guaranteed Maximum Price (GMP #1) for Construction

Council Member Greene requested an overview of the Fire Station No. 16, what a Guaranteed Maximum Price is and what the difference is between a Construction-Manager-at-Risk (CMR) and an Owner's Advisor. Mr. Jeffery Yates, Assistant City Manager, introduced Mr. Ed Green and Jonathan Best with Barr and Barr, who is the Construction Manager at Risk and Mr. Brian Roof with Cumming Group as Owner's Advisor. Mr. Green stated an Owner's Advisor works as a fiduciary for the City to monitor Barr and Barr. The contract for preconstruction allows the City to understand the budget, construction, and schedule throughout the project. CMR can prequalify all the subcontractors working on the project. Mr. Roof stated the Cumming Group establishes best practices and boundaries for the project while protecting the budget and schedule.

MOTION: Council Member Greene moved to authorize City Manager negotiate and enter into a contract for GMP #1 with Barr & Barr/HORUS Construction.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

8.0 REPORTS FROM BOARDS AND COMMISSIONS

8.01 Receive Airport Commission Annual Report

Ms. Liza Hondros, Airport Commission Chair, presented this item with the aid of a PowerPoint presentation and provided an overview of operations that included a total of 340,542 passengers flown from the Fayetteville airport, primarily for business or personal. The airport continues to actively recruit carriers, to expand routes and work towards long-term relationships. The first art exhibit at the airport is on display called *Multi-Facets* which strengthens community connection to the airport. Parking lighting has been improved for visibility, safety, and energy efficiency. Current and upcoming capital improvement projects were presented, such as the Airport Masterplan, North General aviation pavement reconstruction, rehabilitation of two taxiways, and the Watson Lake land acquisition.

Mayor Colvin asked if the use of only federal funds instead of local funds has slowed expansion. Mr. Andrew LaGala, Airport Director stated each of the efforts are strategized on how to use funds. The airport uses federal, state, then local funding, dependent upon the project and the strategy needed. Discussion ensued about the masterplan.

MOTION: Council Member McNair moved to accept the Airport Commission Annual Report
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0) (Council Member Hondros' vote counted in the affirmative due to unexcused absence.)

8.02 Receive the FY25 – Fayetteville-Cumberland Human Relations Department and Commission Annual Report

Ms. Yamile Nazar, Human Relations Director, presented this item with the aid of a PowerPoint presentation and provided an overview of the primary awareness of the commission is to heighten awareness of cultural issues. The department partners with businesses, civil rights enforcement, equal opportunity transit oversight, investigations, assist and consult on internal and external matters, project management support, complaint resolution, and enforcement over fair housing law.

Ms. Nazar presented an overview of the board, Community Recognition Awards Luncheon, Denim Day Luncheon, endowment fund scholarship award (which is from money raised at the luncheons), and Dining and Dialogue.

MOTION: Council Member Davis moved to accept the Fayetteville-Cumberland Human Relations Department and Commission Annual Report
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

8.03 Receive Community Police Advisory Board Report

Ms. Treasure Heffney, Interim Vice Chair of Community Police Advisory Board (CPAB), presented this item with the aid of a PowerPoint Presentation and stated the board provides connections between the Police Department and the community. CPAB provides a venue for residents to share concerns on public safety and this is being done through the survey. Dr. Gregory Perkins, CPAB Chair, stated the focus for 2026 is to continue to align CPAB goals with the strategic plan, find innovative ways to connect with residents, collaborate with community organizations, and continue to review the Police Department's policies.

CPAB is currently completing recommended updates to the charter and will provide those updates to Council for review in the future. The recommended updates include self-governance and meeting decorum, relations with the Office of Community Safety, and creating accountability measures.

Council Member McMillan stated he appreciates the effort and work of the board and its transparency.

Discussion ensued.

MOTION: Council Member Haire moved to accept the Community Police Advisory Annual Report and bring their goals and bylaws to the Policy Committee.
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

8.04 Presentation of Fiscal Year Ended June 30, 2025 Annual Comprehensive Financial Report and Audit Results

Ms. Tiffany Murray, Chief Financial Officer, introduced Mr. Robert Bittner, Partner with PBMares, LLP, to present the Fiscal Year (FY) 2025 Annual Comprehensive Financial Report and Audit Results.

Mr. Bittner provided an overview of the components of the financial report. There are four types of opinions, and the City received an unmodified - clean opinion, which is the highest level of assurance. The Office of Management and Budget (OMB) Compliance Supplement that is a requirement to issue an opinion for an audit was not released until after the government shutdown at the end of November. However, the audit was on time and in accordance with local government rules this year.

Mr. Bittner provided an overview of types of deficiencies and weaknesses. There were two material weaknesses in internal control; one regarding year-end journal entry classification and one regarding bank reconciliation and system set up. Management has provided corrective action plans and implementation dates for the items. The prior year's deficiencies have been corrected. Major programs tested were Covid Funds, Housing Opportunities for Persons with AIDS (HOPWA), Federal Transit Cluster, Building Resilient Infrastructure and Communities (BRIC), and Powell Bill, and there was no material instances of non-compliance or material weaknesses within the programs. Mr. Bittner provided an overview of the required auditors communication AU-C 260.

PBMares is an external auditor hired by the City and provides recommendations to management but does not make management decisions. This is separate from Internal Audit, as they can make an audit plan and changes to the departments.

MOTION: Council Member Haire moved to accept the Fiscal Year Ended June 30, 2025, Annual Comprehensive Financial Report and Audit Results
SECOND: Council Member Jones
VOTE: UNANIMOUS (10-0)

8.05 Update from Financial Advisors on Debt Management and Market Conditions

Ms. Tiffany Murray, Chief Financial Officer, introduced Mr. David Cheatwood, Managing Director at First Tryon Advisors, to give an update on finances and debt capacity. As financial advisor they help the City with long-term financial planning and bond planning.

Mr. Cheatwood provided an overview of the \$97 million general obligation (GO) bonds for public safety, public infrastructure, and housing. The City is preparing the first tranche of the bonds of \$40 million with \$15 million towards public safety and the full \$25 million for public infrastructure. The bonds will be issued at a premium with an expected return of \$43,314,200.00. The bonds will be sold at a competitive basis at an estimated interest rate of 3.59 percent (%) for 20-year borrowing and is a good interest rate. The estimated repayment of principal and interest peaks at \$3.8 million and goes down each year. The debt will be repaid from 1.6 cents of the current tax rate, and the City has positioned itself very well to repay the bond. The public infrastructure bond will be repaid by a portion of the license plate fee.

Next steps for the GO Bond are to finalize the audit and submit it to the Local Government Commission (LGC) as part of the offering document. The bonds will be sold on a competitive basis on March 24, 2026, with closing on April 15, 2026.

The City received the 2nd highest rating possible from each agency. Moody rates credit based on economy at 30%, finances at 30%, management at 10%, and leverage at 30%. S&P rates based on economy, financial performance, reserves and liquidity, management, debt and liability all at 20%.

Upon issuance of the bonds the City will have approximately \$122 million outstanding total debt through GO Bonds, limited obligation bonds (LOBs), installment financing, and

stormwater system revenue bonds. The plan is to issue the affordable housing in Spring 2027, and the remaining Public Safety bond in Spring 2029.

Discussion ensued.

MOTION: Council Member Haire moved to receive the update from financial advisors on debt management and market conditions

SECOND: Council Member Thompson

VOTE: UNANIMOUS (10-0)

9.0 STAFF REPORTS

9.01 Update on Martin Luther King, Jr. Memorial Park

Mr. Michael Gibson, Parks, Recreation, and Maintenance Director, presented this item with the aid of a PowerPoint presentation and stated the Martin Luther King, Jr. Park project is moving well and the MLK Committee has turned in the documents to permitting that are needed to begin turning the project over to the City. Staff will begin moving forward on putting the project out to bid. The spire has moved from the top of the park to the corner of Washington Drive and Blue Street. The spire is designed to have four steel pylons, arranged in cruciform, without a flame, but will have lighting to simulate flames, at a height of 120 -136 feet. The area will also include landscaping and allow for future phases, if the MLK Committee chooses to do so.

Council Member Haire stated the MLK Committee website provides background on the design and project.

Discussion ensued.

MOTION: Council Member Haire moved to accept the Martin Luther King, Jr. Memorial Park report

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0)

9.02 2025 Annual Report – Fire Department

Mr. Kevin Dove, Fire Chief, presented this item with the aid of a PowerPoint presentation and provided an overview of the 2025 4th quarter review with a total of 7,856 total incidents, the Fire Marshal's Office completing 3,966 inspections, and 314 smoke alarms installed.

2025 highlights included 245 applicants for the 2026 hiring process with 63 percent (%) of the applicants being in the underrepresented population, a new crisis response dog program with Griffith and Lucy will be starting soon, Fire Marshal's Office increased inspectors and examiners, reducing the backlog from 3,500 to 368, hosted the teen summer camp "Camp Ready", offered new cancer screenings and engaged 15 youth in the "youth fire setting" program.

The Fire Department had 29,617 calls in 2025, with August being the busiest and medical calls making up 64% of all calls. The total response time increased by 30 seconds from 7:00 to 7:33, but it was due to travel time and not because of alarm control or turnout time; staff are reviewing ways to decrease the time. Fire responses decreased but structure fires and fires starting in kitchen increased. There were three civilian fire fatalities, where each one did not have working fire alarms. The top fire losses included one commercial and two residential properties. Medical calls have increased, but there was a reduction by almost half in overdose response.

At the end of 2025 there were eleven total vacancies, ten uniform positions and one civilian non-public safety position. There are currently 63 remaining on eligibility list and four reinstatements. Hiring, career development and training information was presented. The Fire Marshal's Office plans review increased and the top five code violations were presented. Educational materials on the common fire code violations have been created and distributed as pamphlets, ads, and via social media. Over 30,000 people were engaged through community risk reduction events.

Chief Dove reminded everyone that smoke alarms save lives, and the City will provide and install smoke alarms for free. They can be requested through filling out an online form or by calling 910-433-1116.

Chief Dove stated the Youth Fire Setting program was created for troubled youth that are setting fires. When someone is identified, the Fire Department will work with the individual on intervention, education, and follow-up. If there is anyone that has a concern, please call the Community Risk Reduction Office at 910-433-1116. Fayetteville is one of the few departments in the region that does the Youth Fire Setting Program and has extended the program to the county, municipalities, and other areas within the region that request assistance.

Council Member Hondros asked how speed humps affect response times for fire trucks. Chief Dove stated speed humps delay response times and can damage apparatus because they are so heavy with water and equipment, however, there is no study showing this data.

Chief Dove stated the fall academy is graduating on March 5, 2026, that has 18 firefighters, and a new class started last week.

Discussion ensued.

MOTION: Council Member Davis moved to accept 2025 Annual Fire Department Report

SECOND: Council Member Ferguson

VOTE: UNANIMOUS (10-0)

9.03 Fayetteville Police Department 2025 4th Quarter Review

Mr. Roberto Bryan, Police Chief, presented this item with the aid of a PowerPoint presentation that provided an overview of the total numbers for 2025 on personal crimes, property crimes, felony arrests, and misdemeanor arrests with total crime down by 7.20 percent (%) and arrests up by 1.35%. There was an increase of over 15% in homicide incidents, but rape and aggravated assault are down over 10%. The Homicide Unit investigated 35 homicide incidents with 37 victims, 41 overdose incidents, and 31 suicides. The national homicide solve rate is 61% and the Fayetteville Homicide Unit is at an 89% solve rate. Domestic violence aggravated assaults have also decreased, most significantly in misdemeanors by 25%. This was done by ensuring victims are receiving assistance from the Phoenix Center as well as following up with the victims after receiving assistance.

ShotSpotter had 478 alerts with 18 weapons recovered, 14 arrests and 508 shell casings were recovered. The shell casings are input into a database to help connect weapons with shell casings from different incidents.

Property Crimes are also down, with the highest reduction in motor vehicle thefts at 12%. This is part due to a task force that was created to focus on motor vehicle thefts. Juvenile field contact has increased by 62% from 2024 to 2025, with a correlation of significant increases in juvenile robbery by 100%, assaults by 50% and drug incidents by 12%. The Police Department is partnering with the Office of Community Safety to work on addressing these issues. The youth curfew had 35 field contacts with 8 total incidents charged.

The School Resource Officer (SRO) Unit has 18 officers in the schools and the SRO's responded to 602 calls for service within the school year: 271 at high schools, 155 at middle schools, and 176 at elementary, with a total of 184 documented incidents.

Chief Bryan presented information on the federal and state task force partnerships; the number of narcotics seized; and the 911 telecommunications calls for service.

There were 32 traffic fatalities resulting from 28 accidents. Chief Bryan stated the goal is to reduce the traffic fatalities by double. A total of 52,395 traffic stops were initiated with a breakdown of 17,687 white drivers, 32,501 black drivers, and 2,207 other drivers. Out of the 1,131 black drivers searched, 707 drugs and 294 weapons were seized; out of the 266 white drivers searched, 165 drugs and 41 weapons were seized; and out of the 54 other drivers searched, 40 drugs and 13 weapons were seized.

Internal affairs reviewed 68 uses of force, 77 internal department investigations and received 32 complaints and 36 compliments. From internal investigations there were 121 exonerations, 122 sustained allegations, and 5 sustained violations other than the complaint, 8 un-sustained allegations, and 22 unfounded investigations. Based on the investigations, disciplinary actions can include coaching and training action, policy warning, oral counseling, written reprimand, suspension, demotion, or dismissal/termination. Chief Bryan reviewed the current departmental staffing and stated there are 23 vacancies and are on track to be filled by April of this year. This does not include the 38 frozen positions.

Chief Bryan presented information Faith in Action, which had contact with 983 residents focusing on addressing concerns of addiction, poverty, and mental health. Photos from multiple community events were presented which included the Blessing of the Badge, Coats for Kids, a shredding event for residents, and participation in the annual Christmas parade.

Discussion ensued regarding the youth curfew, speeding and speed centuries, weapons in vehicles, SROs, and technology upgrades.

MOTION: Council Member Greene moved to accept Police Department 2025 4th Quarter Report
SECOND: Council Member Davis
VOTE: UNANIMOUS (10-0)

10.0 PUBLIC HEARINGS

10.01 P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5). (Tabled from August 25 and October 27, 2025)

This item was presented by Mr. Craig Harmon, Senior Planner, with the aid of a PowerPoint presentation and stated this hearing was originally heard by the Zoning Commission and was denied and was appealed by the applicant. The request is to rezone a 21.27-acre property from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5). The property is located at Rosehill Road and Melvin Place, and backs up to Big Cross Creek. The Land Use plan calls for medium density residential with conservation in connection to the 100-year floodplain. The property is currently wooded and surrounded by residential homes, churches, a cemetery, and commercial properties. The MR-5 zoning is consistent with medium density residential and aligns with surrounding development. The size, location and proximity to existing infrastructure make it suitable for this type of density. Mr. Harmon stated the Planning Staff recommended approval, but the Zoning Commission denied the rezoning due to safety concerns. Mr. Harmon stated while the developer's current decision is to develop only a section of it, they may change the development after approval.

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

Mr. Jonathan Charleston, 201 Hay Street, Fayetteville, NC, spoke in favor of this item.

Mr. Claudio Sanchez, 2522 Coxshire Lane, Davidsonville, MD, yielded his time to Mr. Jonathan Charleston.

Mr. Aerial Chatman, 111 Person Street, Fayetteville, NC, spoke in opposition of this item.

Mr. Elmer Floyd, 207 Courtney Street, Fayetteville, NC, spoke in opposition of this item.

Ms. Cynthia Leeks, 715 Topeka Street, Fayetteville, NC, spoke in opposition of this item.

Ms. Johnette Henderson, 2072 Seneca Drive, Fayetteville, NC, spoke in opposition of this item.

Ms. Fenicha Graham, 209 Courtney Street, Fayetteville, NC, spoke in opposition of this item.

Mr. Freddie Robertson, 2335 Rosehill Road, Fayetteville, NC, spoke in opposition of this item.

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

Discussion ensued.

MOTION: Council Member Hondros moved to approve the straight rezoning of 2211 Rosehill Road from Single Family Residential 6 to Mixed Residential 5 consistent with future land use plan as demonstrated by the consistency and reasonability statement

SECOND: Council Member Greene

VOTE: PASSED by a vote of 7 in favor to 3 in opposition (Council Members Jones, Haire, and McMillan)

Mayor Colvin recessed the meeting at 11:04 p.m. The meeting reconvened at 11:13 p.m.

10.02 Public Hearing on Text Amendment to Update UDO Section 30-5.L - Signage

This item was presented by Mr. Scott Walters, Senior Planner, with the aid of a PowerPoint presentation and stated there are ten proposed text amendments. The proposed text amendments are not a major deviation from what is current in the ordinance or what was in the ordinances in the past. They are primarily for clarification or to reduce the burden to residents to get a sign permit, as well as add flexibility to the ordinance.

The sign code revision was adopted by City Council in June 2025, which made several changes to the way the code would be applied. After implementation, Development Services staff identified issues and prepared adjustments that would improve the way the code is applied in particular situations. The text amendments TA26-01 are as follows:

- 30-5.L.7.c., Temporary Sign Registration, remove the registration process requirements.
- 30-5.L.5.D., Motion Signs, remove the word “Banners” from the prohibited 30-5.L.5.D Motion Signs section
- 30-5.L.8.B.4., Directional and Circulation Signage (Permit Required), move this section to 30-5.L.6 Exempt Signs section
- 30-9.D., Sign, Pole (Definition), add the words “which places the copy area of the sign (10) feet or more above grade level”.
- Change the following sections text verbiage into a table format: 30.5.L.8.B.1.b., Ground Signs, 30.5.L.8.B.1.c., Pole Signs, 30.5.L.8.B.2.b., Wall Signs, and 30.5.L.8.B.6., Billboards
- 30-5.L.8.A., Permanent Signs Permitted within Residential Zoning Districts, add section (5) Non-residential Uses within Residential Zoning District – non-residential uses may have (1) wall sign not to exceed 32 square feet in copy area. The sign may be externally or internally illuminated. Except that no illumination is permitted when facing a residentially zoned property or use within (50) feet of the property line and section (6) Governmental Uses within Residential Zoning Districts – governmental uses include but no limited to; police or fire stations, resource center, recreation centers, and public or private schools licensed through the State of North Carolina, may use the signage regulations as listed in Office and Industrial (O&I) Zoning District
- 30-5.L.8.B.2.a.1., Building Mounted Signs, proposing one of three options. Option 1: No more than (1) building mounted sign excluding window signs, may be displayed per building evaluation; Option 2: remove the limit on the number of signs and use a total square footage for the building, In Office Industrial (OI), and Neighborhood Commercial (NC) 50 square feet total. The remaining non-residential zoning district would be 500 square feet total; or Option 3: Limit the overall number of signs per building to between 3 and 5 with no limit on the total square footage per building. This would use the 1 square foot per 1 linear or 10 percent (%) of the wall area rule to regulate the sign size. The Planning Commission recommended option 2.
- 30-5.L.8.B.2.c., Canopy and Awning Signs, add an additional item stating except that free standing canopies may have (2) wall signs with a copy area of (1) square foot per (1) linear foot of the elevation that the sign is placed on.

This is the advertised public hearing set for this date and time; the public hearing was opened. There being no speakers, the public hearing was closed.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING VARIOUS SUBSECTIONS OF ARTICLE 30-5, DEVELOPMENT STANDARDS, UNDER CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2026-010

MOTION: Council Member Haire moved to approve the proposed text amendments after review of City Attorney's Office

SECOND: Council Member Hondros

FRIENDLY AMENDMENT: Council Member Hondros requested a friendly amendment to add option 3 to section 9

Council Member Haire accepted the friendly amendment.

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

10.03 Adopting Council Policy 160.09.2 – The Policy for Residents to Request “No Parking” in Multi-Use Lanes

This item was presented by Mr. Brian McGill, Assistant Public Services Director, with the aid of a PowerPoint presentation and stated this is for no parking in multi-use lanes. Mr. McGill provided multiple examples. The proposed City Council Policy 160.09.2 would state that “No Parking” can be requested by residents in multi-use lanes; the no parking request would be evaluated on a block-by-block basis and both sides of the road, regardless of which side(s) the no parking is requested for, with a signature threshold of 70% from owners, renters, or tenants via mailed ballot cards to the no parking area. Once in place, a no parking zone cannot be rescinded until it has been in place for one (1) year.

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

Ms. Melene Hatcher, 2909 Mirror Lake Drive, Fayetteville, NC, spoke in opposition of this item.

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

Discussion ensued regarding how this request originated, the need to disclose no parking for realtors, and the ability for homeowners to park in front of their homes.

MOTION: Council Member Thompson moved to send City Council Policy 160.09.2 - The Process for Residents to Request "No Parking" in Multi-Use Lanes to the Policy Committee

Died for lack of a second.

MOTION: Council Member Davis moved to deny the proposed City Council Policy 160.09.2 - The Process for Residents to Request "No Parking" in Multi-Use Lanes

SECOND: Council Member Haire

VOTE: PASSED by a vote of 9 in favor to 1 in opposition (Mayor Colvin)

11.0 OTHER ITEMS OF BUSINESS

11.01 MOVED TO ITEM 8.04

11.02 MOVED TO ITEM 8.05

11.03 Murchison Choice Neighborhoods 2025 Grant Application Partnership Certification and Leverage Letter

Mr. Christopher Cauley, Economic and Community Development Director, presented this item with the aid of a PowerPoint presentation and provided the history and current overview of Murchison Choice Neighborhoods grant application and stated the process was started in 2020 that leverages public and private funding to improve the Murchison Road community. Visions for the project include creating a community of learning, growing green, and embracing the history and culture of the community. The grant funding was reduced from \$50 million to \$26 million and limited the applicant pool by Housing and Urban Development (HUD). Residents have rights to relocation benefits and to be the first to come back to the development, and to be involved in the entire process. There are a proposed 323 mixed income rental units, 35 homeownership units, 35 residential façade upgrades, and 30 business façade upgrades. The partnerships include the City as the lead applicant and neighborhood implementation lead with the Fayetteville Metropolitan Housing Authority as co-lead, Urban Strategies will serve as the people implementation lead and Pennrose will serve as the housing implementation lead. The partnership certification lays out what organizations will do what under Choice Neighborhoods.

Discussion ensued.

MOTION: Council Member Haire moved to authorize the Mayor to sign a leverage letter and the City Manager to sign a partnership agreement detailing the roles and responsibilities of each Murchison Choice lead entity.

SECOND: Council Member Jones

VOTE: UNANIMOUS (10-0)

12.0 ADMINISTRATIVE REPORTS

12.01 Fayetteville State University Update on Memorandum of Understanding for Catalyst Site 1

Consensus of City Council was to move this item to a future work session.

12.02 Receive an Administrative Report on the Day Resource Center for the Second Quarter of Fiscal Year 2026

This item was for information only and not presented.

13.0 ADJOURNMENT

There being no further business, the meeting adjourned at 12:04 a.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
022326

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 26-0107

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A2

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Kecia N. Parker, Real Estate Manager

DATE: March 9, 2026

RE:

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

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal IV: Desirable Place to Live, Work and Recreate

Executive Summary:

NCGS §160A-299 gives authority and procedures for the City to permanently close a city street or alley. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of McDonald Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" and recorded in the Cumberland County Registry in Plat Book 7, Page 137. The property abutting said street has been recombined to allow for future development in a plat entitled "Recombination for Sewak, LLC" dated January 13, 2026, and recorded in Plat Book 154, Page 7 of the Cumberland County Registry. Permanently closing the street will not deny access to any property owners. The City Council must adopt a resolution declaring its intent to close the street and call a public hearing on the question. Staff proposes to set the public hearing for April 27, 2026, in accordance with statutory requirements. A resolution and map of the proposed closing are attached for reference.

Background:

- The City of Fayetteville has received a petition to permanently close a portion of McDonald Street.
- NCGS §160A-299 gives authority and procedures required for the City to permanently close a city street or alley.
- This closing will not landlock abutting property owners.
- A map of the proposed closing is attached for reference.

Issues/Analysis:

- No access will be denied to anyone as a result of the proposed closing.

- Closing the street will allow the surrounding property owner to further develop the property.

Budget Impact:

There is no significant impact to the budget as a result of the proposed closing.

Options:

- Adopt the Resolution declaring Council's intent to permanently close a portion of McDonald Street and calling a public hearing for April 27, 2026.
- Deny the request.

Recommended Action:

Staff recommends that Council adopt the Resolution declaring Council's intent to permanently close a portion of McDonald Street and calling a public hearing for April 27, 2026.

Attachments:

Petition

Map

Resolution

State of North Carolina

County of Cumberland

PETITION TO CLOSE STREET

[Portion of McDonald Street]

Pursuant to N.C.G.S. Section 160A-299

To: The Mayor and Members of the City Council of
Fayetteville, North Carolina

1. Sewak, LLC (the "Petitioner") is the record owner of certain properties located in Fayetteville, North Carolina as described in **Exhibit A** attached hereto and incorporated herein by reference, such properties being owned by the undersigned Petitioner investment and development purposes.
2. A portion of the lots comprising Lot 38R and Lot 56R as described in Exhibit A were initially platted as abutting a portion of McDonald Street shown on the plat map entitled Map of J. W. Hollingsworth Property Being 2nd Cedar Rose Addition" dated January 1 and 2nd, 1924 recorded in Plat Book 7, Page 137, Cumberland County, NC, Public Registry ("**1924 Plat Map**"), a true and accurate copy of the 1924 Plat Map being attached hereto as **Exhibit B**.
3. Lot 38R and Lot 56R as described in Exhibit A are also shown as abutting such portion of McDonald Street as shown on the plat map entitled "Recombination for Sewak, LLC" dated January 14, 2026, and recorded in Plat Book 154, Page 7, Cumberland County, NC, Public Registry ("**Recombination Plat Map**"), a true and accurate copy of the Recombination Plat Map and recorded Affidavit of Recombination being attached hereto as **Exhibit C**.
4. Although such McDonald Street was platted on the 1924 Plat Map, and also on the Recombination Plat Map, to the best of Petitioner's knowledge, that portion of McDonald Street lying between Maxwell Street and the easternmost terminus of McDonald Street shown on the 1924 Plat Map and the Recombination Plat Map [such portion of McDonald Street being the subject of this Petition] and as highlighted in yellow on the attached Recombination Plat Map, has never been accepted or maintained by the City of Fayetteville.
5. According to Cumberland County GIS information, the only parcels abutting that portion of McDonald Street as described in Section 4 above are all owned by Sewak, LLC, the Petitioner, and consist of the following:
 - (i) Lot 38R;
 - (ii) Lot 56R
 as described in Exhibit A.

6. None of the lots specified in Section 5 (hereinafter collectively may be referred to as the “Adjoining Properties”) above utilize that portion of McDonald Street as described in Section 4 above [such portion of McDonald Street being the subject of this Petition] for access to their respective properties, but instead, the Adjoining Properties have access, ingress and egress to and from their properties by Faircloth Street and/or Neal Street.
7. All Adjoining Properties abutting that portion of McDonald Street as described in Section 4 above [such portion of McDonald Street being the subject of this Petition] have access, ingress and egress to and from their properties by Faircloth Street and/or Neal Street.
8. To the best of the undersigned’s knowledge, that portion of McDonald Street as described in Section 4 above [such portion of McDonald Street being the subject of this Petition], has never been opened or used as a street by the public since the 1924 Plat Map was recorded.
9. Petitioner is desirous of closing that portion of McDonald Street as described in Section 4 above [such portion of McDonald Street being the subject of this Petition] as shown on the attached plat maps, pursuant to N.C. G.S. Section 160A-299(d).
10. Your Petitioner believes that it would be in the best interests of all parties that said portion of McDonald Street as described in Section 4 above [such portion of McDonald Street being the subject of this Petition] be closed as a street and that your Petitioner believes that the closing of said street portion would not deprive anyone owning property in the vicinity of McDonald Street of reasonable means of ingress and egress to and from his/her/its property and that the closing of said portion of McDonald Street will not do any harm to persons known to your Petitioner.

WHEREFORE, your Petitioner respectfully petitions the City Council of the City of Fayetteville as follows:

1. That the said portion of McDonald Street lying between Maxwell Street and the easternmost terminus of McDonald Street shown on the 1924 Plat Map and the Recombination Plat Map [such portion of McDonald Street being the subject of this Petition] be closed pursuant to authority set forth in N.C.G.S. Section 160A-299.
2. That a hearing be held pursuant to N.C. G.S. Section 160A-299 after appropriate notification to all parties as set forth in the aforesaid statute.

[Signature appears on the following page.]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

Sanjay Khazanchi (SEAL)
Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina
County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 30th day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.

[Signature]
Notary Public

My commission expires: 5/11/29

[NOTARIAL SEAL]

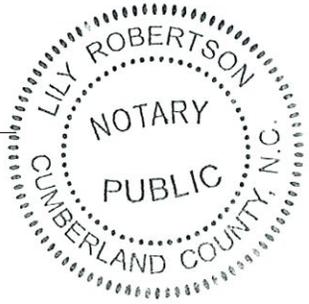


Exhibit A

State of North Carolina
County of Cumberland

Tract One:

Being all of Lot 134 according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry.

Said property being also described as Lot 134 as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 134**")

Tract Two:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 55R**")

Said Lot 55R being also the same property described as follows:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and
- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

Tract Three:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.
(herein referred to as "**Lot 56R**")

Said Lot 56R being also the same property described as follows:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

Tract Four:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 38R**")

Said Lot 38R being also the same property described as follows:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page **133**, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page **133**, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

Exhibit B
1924 Plat Map

Exhibit C

Recombination Plat Map and Affidavit of Recombination

FILED	Jan 30, 2026
AT	02:49:46 PM
BOOK	12435
START PAGE	0019
END PAGE	0023
INSTRUMENT #	03234
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared by and return to: Player & McLean, LLP, 1019 Hay Street, Fayetteville, NC 28305
(without title examination or certification)
North Carolina

Cumberland County

AFFIDAVIT OF RECOMBINATION

I, Sanjay Khazanchi, Member/Manager of Sewak, LLC, being duly sworn, do depose and say:

1. I am the sole member and manager of Sewak, LLC, a North Carolina limited liability company (hereinafter either "Owner" or "Sewak, LLC") and am authorized to execute documents related to real property owned by Sewak, LLC, have personal knowledge of the matters stated herein and am authorized to give this Affidavit.
2. Sewak, LLC is the owner of certain real property described as follows:
 - a. Lot 55R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 55R is also the same property described as:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and

- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

(hereinafter collectively the "Lot 55R Tracts")

- b. Lot 56R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 56R is also the same property described as:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 56R Tracts")

- c. Lot 38R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 38R is also the same property described as:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 38R Tracts")

3. **As to the Lot 55R Tracts described in Section 2.a. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.a. above, to wit: REID nos. 0446490187000, 0446490267000 and 0446491216000, into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.a. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.a. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

4. **As to the Lot 56R Tracts described in Section 2.b. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the two tax parcels described in Section 2.b. above, to wit: REID nos. 0446492124000 and 0446492244000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the two tax parcels described in Section 2ba. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.b. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

5. **As to the Lot 38R Tracts described in Section 2.c. above:**

- a. a. The Owner desire that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.c. above, to wit: REID nos. 0446492366000, 0446492478000 and 0446493298000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.c. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.c. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

Sanjay Khazanchi

(SEAL)

Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina

County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 3rd day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.

[Signature]

Notary Public

My commission expires: 5/11/27

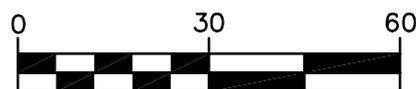


[NOTARIAL SEAL]

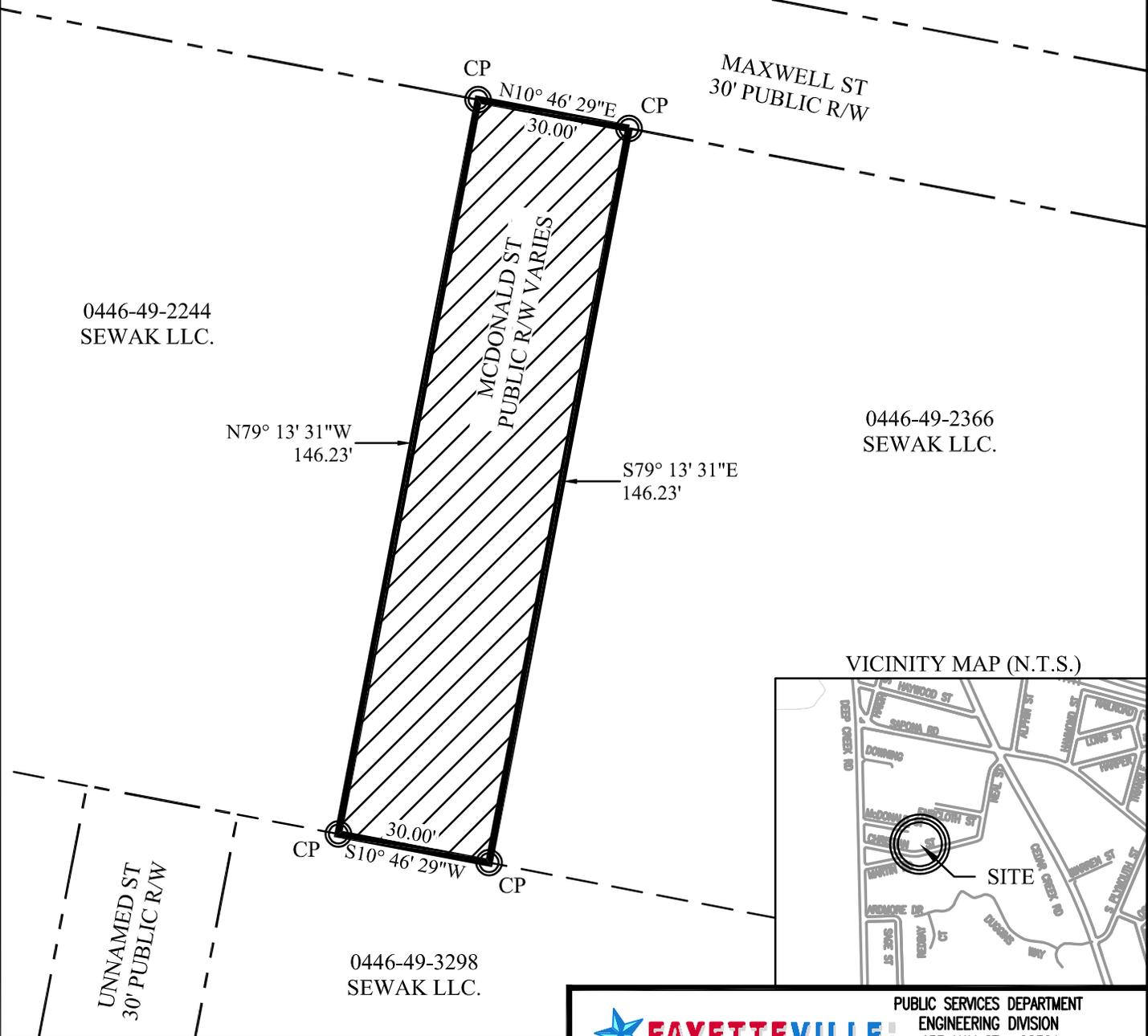
REFERENCES:

DEED BOOK 12294 PAGE 325
 PLAT BOOK 154 PAGE 7
 PLAT BOOK 7 PAGE 133
 PLAT BOOK 7 PAGE 137

NC GRID NAD 83 (2011)



1 INCH = 30 FT



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

SHEET 1 OF 1 REVISION DATE: _____

FAYETTEVILLE PUBLIC SERVICES DEPARTMENT
 AMERICA'S CAN DO CITY ENGINEERING DIVISION
 433 HAY ST. 28301
 (910) 433-1656

PROPOSED STREET CLOSURE
MCDONALD STREET
 ±0.10 ACRES
 ±4,386.90 SQUARE FEET
 CROSS CREEK TOWNSHIP CUMBERLAND CTY
 FAYETTEVILLE NORTH CAROLINA

DATE 1/28/2026 DRAWN BY RSH
 SCALE 1" = 30' CK'D BY RSH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF MCDONALD STREET

WHEREAS, the City of Fayetteville has received a request to permanently close a portion of McDonald Street. Said portion is described more particularly as follows:

BEGINNING at the northwestern corner of Lot 56 as depicted in that plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" and recorded in Plat Book 7, Page 137 of the Cumberland County Registry, said point also being in the eastern right of way margin of Maxwell Street, and continuing thence with said eastern right of way margin North 10 degrees 46 minutes 29 seconds East 30 feet to a point, thence with the northern right of way margin of McDonald Street South 79 degrees 13 minutes 31 seconds East 146.23 feet to a point, thence South 10 degrees 46 minutes 29 seconds West 30.00 feet to a point in the southern right of way margin of McDonald Street, thence continuing with said margin North 79 degrees 13 minutes 31 seconds West 146.23 feet to the BEGINNING, and being 4,386.90 square feet more or less.

AND WHEREAS the above-described property is located within the corporate limits of the City of Fayetteville and the Council intends to approve said request.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council calls a public hearing on the question of the proposed permanent closing to be held during the regular meeting of the Fayetteville City Council in Council Chambers at 433 Hay Street, 6:30 PM, April 27, 2026. Persons wishing to be heard regarding this issue shall sign up with the City Clerk, by name and home address, before 5:00 PM on the date of the scheduled public hearing as pursuant to City Council Policy 120.02.

The City Manager or his designee is directed to advertise this notice as prescribed in N.C.G.S. §160A-299 on March 17th, 24th, 31st and April 7th of 2026.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 9th day of March, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 26-0108

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A3

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Kecia N. Parker, Real Estate Manager

DATE: March 9, 2026

RE:

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

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal IV: Desirable Place to Live, Work and Recreate

Executive Summary:

NCGS §160A-299 gives authority and procedures for the City to permanently close a city street or alley. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of Maxwell Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" and recorded in the Cumberland County Registry in Plat Book 7, Page 137. The property abutting said street has been recombined to allow for future development in a plat entitled "Recombination for Sewak, LLC" dated January 13, 2026, and recorded in Plat Book 154, Page 7 of the Cumberland County Registry. Permanently closing the street will not deny access to any property owners. The City Council must adopt a resolution declaring its intent to close the street and call a public hearing on the question. Staff proposes to set the public hearing for April 27, 2026, in accordance with statutory requirements. A resolution and map of the proposed closing are attached for reference.

Background:

- The City of Fayetteville has received a petition to permanently close a portion of Maxwell Street.
- NCGS §160A-299 gives authority and procedures required for the City to permanently close a city street or alley.
- This closing will not landlock abutting property owners.
- A map of the proposed closing is attached for reference.

Issues/Analysis:

- No access will be denied to anyone as a result of the proposed closing.

- Closing the street will allow the surrounding property owner to further develop the property.

Budget Impact:

There is no significant impact to the budget as a result of the proposed closing.

Options:

- Adopt the Resolution declaring Council's intent to permanently close a portion of Maxwell Street and calling a public hearing for April 27, 2026.
- Deny the request.

Recommended Action:

Staff recommends that Council adopt the Resolution declaring Council's intent to permanently close a portion of Maxwell Street and calling a public hearing for April 27, 2026.

Attachments:

Petition

Map

Resolution

State of North Carolina

County of Cumberland

PETITION TO CLOSE STREET

[Portion of Maxwell Street]

Pursuant to N.C.G.S. Section 160A-299

To: The Mayor and Members of the City Council of
Fayetteville, North Carolina

1. Sewak, LLC (the "Petitioner") is the record owner of certain properties located in Fayetteville, North Carolina as described in **Exhibit A** attached hereto and incorporated herein by reference, such properties being owned by the undersigned Petitioner investment and development purposes.
2. Lot 55R and Lot 56R as described in Exhibit A were initially platted as abutting a portion of Maxwell Street shown on the plat map entitled "Map of J. W. Hollingsworth Property Being 2nd Cedar Rose Addition" dated January 1 and 2nd, 1924 recorded in Plat Book 7, Page 137, Cumberland County, NC, Public Registry ("**1924 Plat Map**"), a true and accurate copy of the 1924 Plat Map being attached hereto as **Exhibit B**.
3. Lot 55R and Lot 56R as described in Exhibit A are also shown as abutting such portion of Maxwell Street as shown on the plat map entitled "Recombination for Sewak, LLC" dated January 14, 2026, and recorded in Plat Book 154, Page 7, Cumberland County, NC, Public Registry ("**Recombination Plat Map**"), a true and accurate copy of the Recombination Plat Map and recorded Affidavit of Recombination being attached hereto as **Exhibit C**.
4. Although such Maxwell was platted on the 1924 Plat Map, and also on the Recombination Plat Map, to the best of Petitioner's knowledge, that portion of Maxwell Street lying between Christian/Neal Streets and McDonald Street [such portion of Maxwell Street being the subject of this Petition] and as highlighted in yellow on the attached Recombination Plat Map, has never been accepted or maintained by the City of Fayetteville.
5. According to Cumberland County GIS information, the only parcels abutting that portion of Maxwell Street as described in Section 4 above are all owned by Sewak, LLC, the Petitioner, and consist of the following:
 - (i) Lot 55 R;
 - (ii) Lot 56Ras described in Exhibit A.

6. None of the lots specified in Section 5 (hereinafter collectively may be referred to as the "Adjoining Properties") above utilize that portion of Maxwell Street as described in Section 4 above [such portion of Maxwell Street being the subject of this Petition] for access to their respective properties, but instead, the Adjoining Properties have access, ingress and egress to and from their properties by Christian and/or Neal Street.
7. All Adjoining Properties abutting that portion of Maxwell Street as described in Section 4 above [such portion of Maxwell Street being the subject of this Petition] have access, ingress and egress to and from their properties by Christian and/or Neal Street.
8. To the best of the undersigned's knowledge, that portion of Maxwell Street as described in Section 4 above [such portion of Maxwell Street being the subject of this Petition], has never been opened or used as a street by the public since the 1924 Plat Map was recorded.
9. Petitioner is desirous of closing that portion of Maxwell Street as described in Section 4 above [such portion of Maxwell Street being the subject of this Petition] as shown on the attached plat maps, pursuant to N.C. G.S. Section 160A-299(d).
10. Your Petitioner believes that it would be in the best interests of all parties that said portion of Maxwell Street as described in Section 4 above [such portion of Maxwell Street being the subject of this Petition] be closed as a street and that your Petitioner believes that the closing of said street portion would not deprive anyone owning property in the vicinity of Maxwell Street of reasonable means of ingress and egress to and from his/her/its property and that the closing of said portion of Maxwell Street will not do any harm to persons known to your Petitioner.

WHEREFORE, your Petitioner respectfully petitions the City Council of the City of Fayetteville as follows:

1. That the said portion of Maxwell Street lying between between Christian/Neal Streets and McDonald Street [such portion of Maxwell Street being the subject of this Petition] be closed pursuant to authority set forth in N.C.G.S. Section 160A-299.
2. That a hearing be held pursuant to N.C. G.S. Section 160A-299 after appropriate notification to all parties as set forth in the aforesaid statute.

[Signature appears on the following page.]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

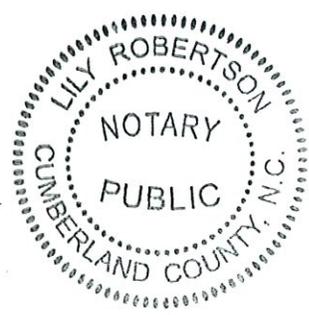
Sanjay Khazanchi (SEAL)
Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina
County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 30th day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.

[Signature]
Notary Public

My commission expires: 5/11/29



[NOTARIAL SEAL]

Exhibit A

State of North Carolina
County of Cumberland

Tract One:

Being all of Lot 134 according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry.

Said property being also described as Lot 134 as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 134**")

Tract Two:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 55R**")

Said Lot 55R being also the same property described as follows:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and
- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

Tract Three:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.
(herein referred to as "Lot 56R")

Said Lot 56R being also the same property described as follows:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

Tract Four:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "Lot 38R")

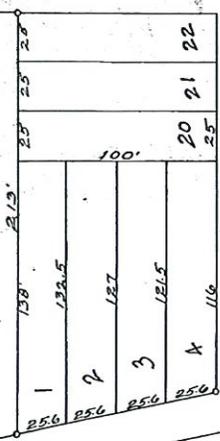
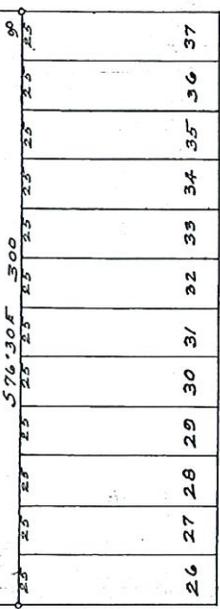
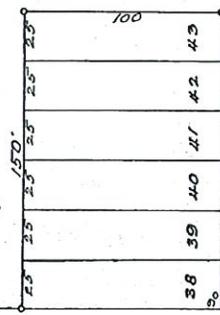
Said Lot 38R being also the same property described as follows:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

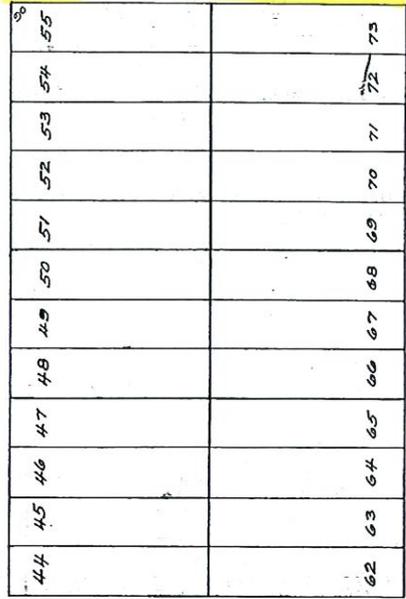
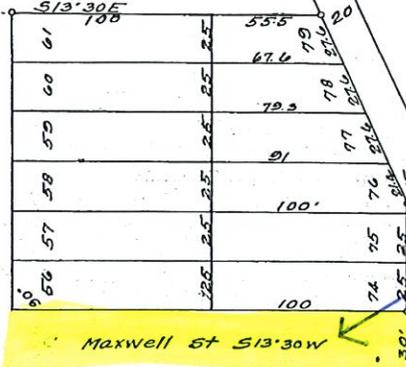
Exhibit B
1924 Plat Map

7-137
7-137

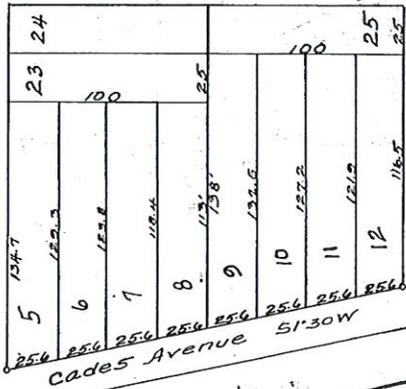
Cedar Rose 1st Addition



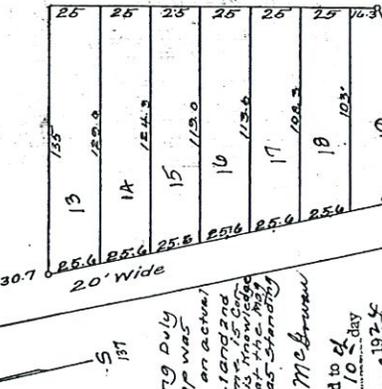
McDonald St. N76°30'W



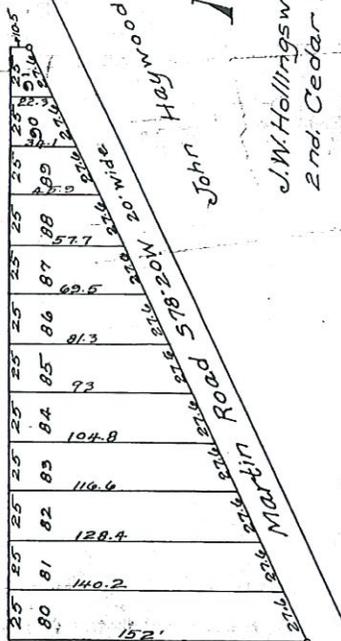
Bullock St 51°30'W



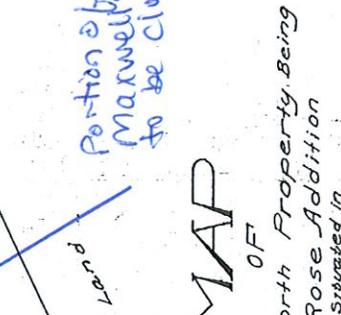
Cades Avenue 51°30'W



Christian St 57°30'E



Haywood Road



Portion of Maxwell Street to be closed.

MAP

OF

J.W. Hollingsworth Property, Being
2nd. Cedar Rose Addition
Situated in

Cedar Creek Township Cumberland
County North Carolina Surveyed and
Subdivided by Washington Development
Company 1919 F St. NW. Washington D.C.
Jan. 17th 2nd 1924 E. S. McGowan C.E.
SCALE 1 in = 50 FEET

C.W. Rankin Co. N.C.
of Cumberland Co. N.C.

17. Jan 1924
J. S. McGowan

E.S. McGowan being duly
sworn says this map was
made by him from an actual
survey made by J. S. McGowan
1924 and that he has no
real estate in this territory
and sells on that the map
and declaration was drawn
25th W. Edward S. McGowan

Sworn and subscribed to at
before me this the 10th day
of January 1924
J. S. McGowan
Notary Public

My commission expires Dec. 21, 1924

7-137

Exhibit C

Recombination Plat Map and Affidavit of Recombination



154-7



FILED: JUN 21, 2025 05:51:29 AM
BOOK: 00154
PAGE: 0007
INSTRUMENT # 20250
RECORDED BY: [Signature]
EXCESS TAX: [Blank]

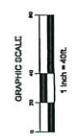
RECOMMENDATION FOR
SEWAK, LLC
4075 W. 3000 S. RD. # 100
SALT LAKE CITY, UT 84119

SCALE: 1" = 40'
DATE: JANUARY 14, 2025
ZONING: SF-4
OWNER: SEWAK, LLC
PROJECT: [Blank]

MAPS, INC.
SURVEYING, INC.
C-2338
FAYETTEVILLE, N. C. 28401
TELEPHONE: (710) 844-4432
FAX: (710) 844-4432
WWW.MAPSINC.COM

NOTES
1. ALL DIMENSIONS IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED.

Portion of Maxwell Street to be closed.



LIMITS
NO APPROVAL REQUIRED BY THE CITY OF FAYETTEVILLE
BY THE CITY OF FAYETTEVILLE
SIGNED: [Signature]
PLANNING



CERTIFICATE OF SURVEY AND ACCURACY
I, MICHAEL J. JONES, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND THE RESULTS OF THE SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
MICHAEL J. JONES
PLANNING

CERTIFICATE OF SURVEY AND ACCURACY
I, MICHAEL J. JONES, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND THE RESULTS OF THE SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
MICHAEL J. JONES
PLANNING

REVIEW OFFICER
STATE OF NORTH CAROLINA
COUNTY OF FAYETTEVILLE
[Signature]
PLANNING

OWNER'S CONSENT
I, SEWAK, LLC, hereby consent to the preparation and recording of this plat and the survey thereon. I understand that the plat and survey are subject to the approval of the appropriate governmental authority and that I am responsible for obtaining all necessary permits and approvals.

[Signature]
SEWAK, LLC
PLANNING

NOTARY
NOTARY PUBLIC
STATE OF NORTH CAROLINA
COUNTY OF FAYETTEVILLE
[Signature]
PLANNING

FILED	Jan 30, 2026
AT	02:49:46 PM
BOOK	12435
START PAGE	0019
END PAGE	0023
INSTRUMENT #	03234
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared by and return to: Player & McLean, LLP, 1019 Hay Street, Fayetteville, NC 28305
(without title examination or certification)
North Carolina

Cumberland County

AFFIDAVIT OF RECOMBINATION

I, Sanjay Khazanchi, Member/Manager of Sewak, LLC, being duly sworn, do depose and say:

1. I am the sole member and manager of Sewak, LLC, a North Carolina limited liability company (hereinafter either "**Owner**" or "**Sewak, LLC**") and am authorized to execute documents related to real property owned by Sewak, LLC, have personal knowledge of the matters stated herein and am authorized to give this Affidavit.
2. Sewak, LLC is the owner of certain real property described as follows:
 - a. Lot 55R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 55R is also the same property described as:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and

- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

(hereinafter collectively the "Lot 55R Tracts")

- b. Lot 56R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 56R is also the same property described as:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 56R Tracts")

- c. Lot 38R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 38R is also the same property described as:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 38R Tracts")

3. **As to the Lot 55R Tracts described in Section 2.a. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.a. above, to wit: REID nos. 0446490187000, 0446490267000 and 0446491216000, into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.a. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.a. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

4. **As to the Lot 56R Tracts described in Section 2.b. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the two tax parcels described in Section 2.b. above, to wit: REID nos. 0446492124000 and 0446492244000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the two tax parcels described in Section 2ba. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.b. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

5. **As to the Lot 38R Tracts described in Section 2.c. above:**

- a. a. The Owner desire that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.c. above, to wit: REID nos. 0446492366000, 0446492478000 and 0446493298000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.c. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.c. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

Sanjay Khazanchi

(SEAL)

Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina

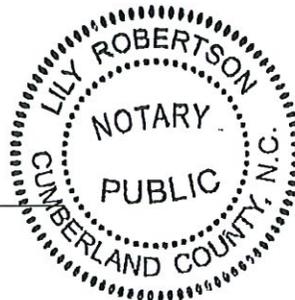
County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 3rd day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.

[Handwritten Signature]

Notary Public

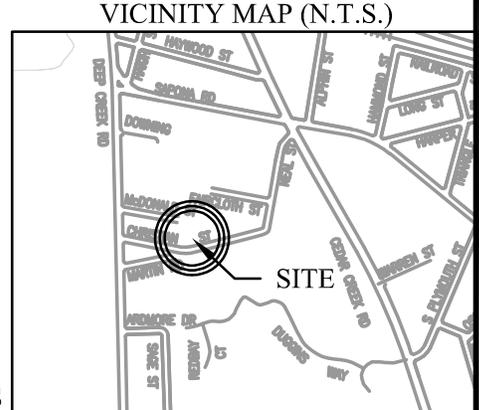
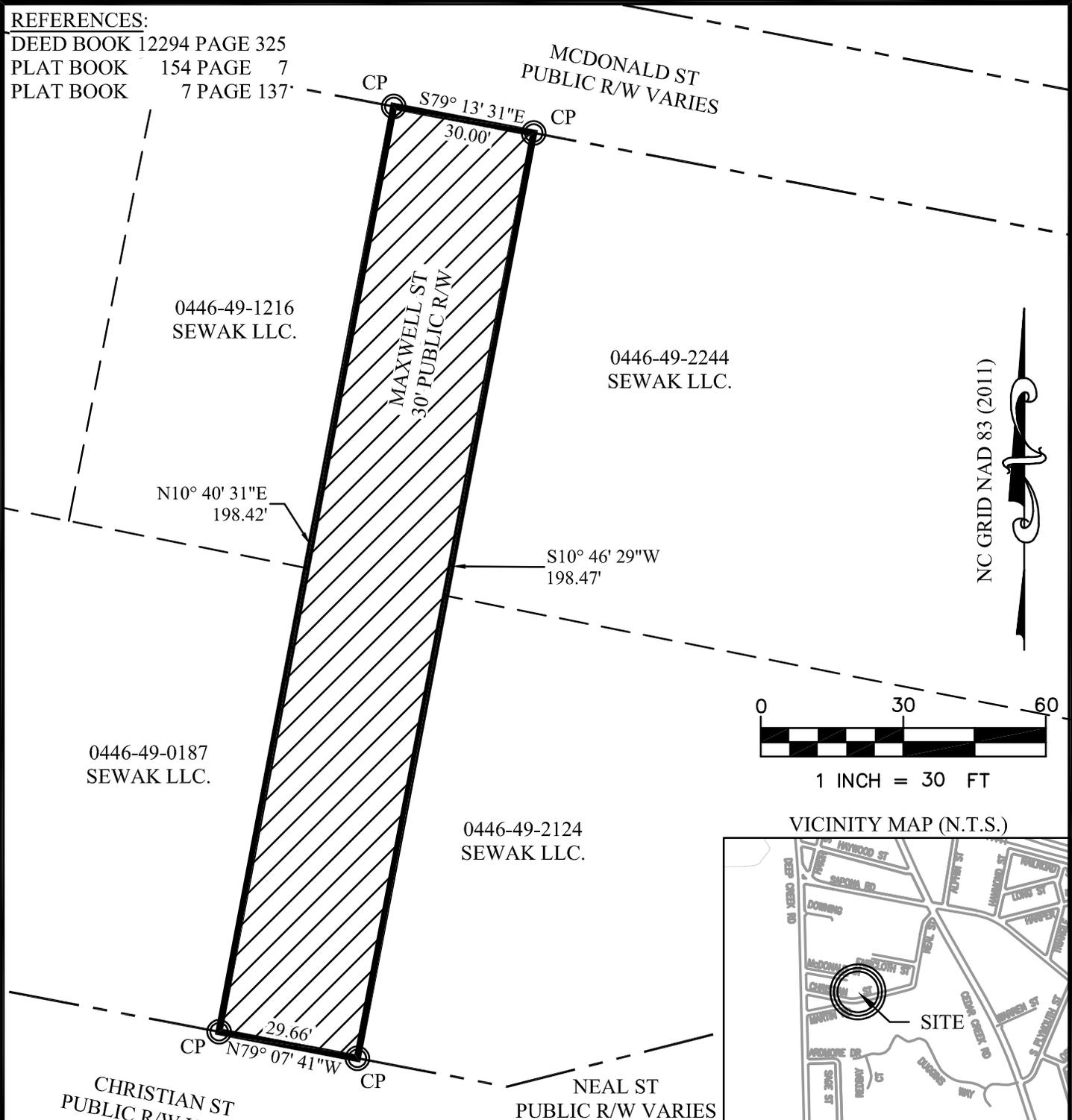
My commission expires: 5/11/27



[NOTARIAL SEAL]

REFERENCES:

DEED BOOK 12294 PAGE 325
 PLAT BOOK 154 PAGE 7
 PLAT BOOK 7 PAGE 137'



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

FAYETTEVILLE PUBLIC SERVICES DEPARTMENT
 AMERICA'S CAN DO CITY ENGINEERING DIVISION
 433 HAY ST. 28301
 (910) 433-1656

PROPOSED STREET CLOSURE
MAXWELL STREET
 ±0.14 ACRES
 ±5,919.17 SQUARE FEET
 CROSS CREEK TOWNSHIP CUMBERLAND CTY
 FAYETTEVILLE NORTH CAROLINA

SHEET 1 OF 1 REVISION DATE: _____

DATE 1/28/2026 DRAWN BY RSH
 SCALE 1" = 30' CK'D BY RSH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF MAXWELL STREET

WHEREAS, the City of Fayetteville has received a request to permanently close a portion of Maxwell Street. Said portion is described more particularly as follows:

BEGINNING at the southeastern corner of Lot 73 as depicted on that plat entitled "Map of J.W. Hollingworth Property Being 2nd. Cedar Rose Addition" as recorded in Plat Book 7, Page 137 of the Cumberland County Registry, said point also being in the northern right of way margin of Christian Street where it intersects with the western right of way margin of Maxwell Street, and continuing thence North 10 degrees 40 minutes 31 seconds East 198.42 feet to a point in the southern right of way margin of McDonald Street, thence with said southern margin South 79 degrees 13 minutes 31 seconds East 30.00 feet to a point, thence leaving said southern margin of McDonald Street and continuing with the eastern right of way margin of Maxwell Street South 10 degrees 46 minutes 29 seconds West 198.47 feet to a point in the northern right of way margin of Christian Street, thence continuing along said northern right of way margin North 79 degrees 07 minutes 41 seconds West 29.66 feet to the BEGINNING, and containing 5,919.17 square feet more or less.

AND WHEREAS the above-described property is located within the corporate limits of the City of Fayetteville and the Council intends to approve said request.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council calls a public hearing on the question of the proposed permanent closing to be held during the regular meeting of the Fayetteville City Council in Council Chambers at 433 Hay Street, 6:30 PM, April 27, 2026. Persons wishing to be heard regarding this issue shall sign up with the City Clerk, by name and home address, before 5:00 PM on the date of the scheduled public hearing as pursuant to City Council Policy 120.02.

The City Manager or his designee is directed to advertise this notice as prescribed in N.C.G.S. §160A-299 on March 17th, 24th, 31st and April 7th of 2026.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 9th day of March, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 26-0110

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A4

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Kecia N. Parker, Real Estate Manager

DATE: March 9, 2026

RE:

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

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

NCGS §160A-299 gives authority and procedures for the City to permanently close a city street or alley. The City of Fayetteville has received a petition from Sewak, LLC to permanently close a portion of an unnamed Street off Cedar Street which has never been constructed or opened. The portion of the street to be closed was dedicated on a plat dated January 1924 entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" and recorded in the Cumberland County Registry in Plat Book 7, Page 137. The property abutting said street has been recombined to allow for future development in a plat entitled "Recombination for Sewak, LLC" dated January 13, 2026, and recorded in Plat Book 154, Page 7 of the Cumberland County Registry. Permanently closing the street will not deny access to any property owners. The City Council must adopt a resolution declaring its intent to close the street and call a public hearing on the question. Staff proposes to set the public hearing for April 27, 2026, in accordance with statutory requirements. A resolution and map of the proposed closing are attached for reference.

Background:

- The City of Fayetteville has received a petition to permanently close a portion of Maxwell Street.
- NCGS §160A-299 gives authority and procedures required for the City to permanently close a city street or alley.
- This closing will not landlock abutting property owners.
- A map of the proposed closing is attached for reference

Issues/Analysis:

- No access will be denied to anyone as a result of the proposed closing.

- Closing the street will allow the surrounding property owner to further develop the property.

Budget Impact:

There is no significant impact to the budget as a result of the proposed closing.

Options:

- Adopt the Resolution declaring Council's intent to permanently close a portion of an Unnamed Street off Cedar Street and calling a public hearing for April 27, 2026.
- Deny the request.

Recommended Action:

Staff recommends that Council adopt the Resolution declaring Council's intent to permanently close a portion of an Unnamed Street off Cedar Street and calling a public hearing for April 27, 2026.

Attachments:

Petition
Map
Resolution

State of North Carolina

County of Cumberland

PETITION TO CLOSE STREET

[Portion of Unnamed Street]

Pursuant to N.C.G.S. Section 160A-299

To: The Mayor and Members of the City Council of
Fayetteville, North Carolina

1. Sewak, LLC (the "Petitioner") is the record owner of certain properties located in Fayetteville, North Carolina as described in **Exhibit A** attached hereto and incorporated herein by reference, such properties being owned by the undersigned Petitioner investment and development purposes.
2. Lot 134 as described in Exhibit A was initially platted as abutting an unnamed street shown on the plat map entitled "Map of J. W. Hollingsworth Land Cedar Rose Addition" dated December 1 to 20th, 1923 recorded in Plat Book 7, Page 133, Cumberland County, NC, Public Registry ("**1923 Plat Map**"), a true and accurate copy of the 1923 Plat Map being attached hereto as **Exhibit B**.
3. Lot 134, Lot 56R and Lot 38R as described in Exhibit A are also shown as abutting such portion of said unnamed street which is specified as "Unnamed Street" as shown on the plat map entitled "Recombination for Sewak, LLC" dated January 14, 2026, and recorded in Plat Book 154, Page 7, Cumberland County, NC, Public Registry ("**Recombination Plat Map**"), a true and accurate copy of the Recombination Plat Map and recorded Affidavit of Recombination being attached hereto as **Exhibit C**.
4. Although such Unnamed Street was platted on the 1923 Plat Map, and also on the Recombination Plat Map, to the best of Petitioner's knowledge, that portion of the Unnamed Street lying between Cedar Street and the westernmost terminus of the Unnamed Street where the Unnamed Street abuts an eastern boundary of Lot 56R described in Exhibit A [such portion of the Unnamed Street being the subject of this Petition] and as highlighted in yellow in the attached Recombination Plat Map, has never been accepted or maintained by the City of Fayetteville.
5. According to Cumberland County GIS information, the only parcels abutting that portion of the Unnamed Street as described in Section 4 above are all owned by Sewak, LLC, the Petitioner, and consist of the following:
 - (i) Lot 134;
 - (ii) Lot 38R and Lot 56R
as described in Exhibit A.

6. None of the lots specified in Section 5 (hereinafter collectively may be referred to as the "Adjoining Properties") above utilize that portion of the Unnamed Street as described in Section 5 above [such portion of the Unnamed Street being the subject of this Petition] for access to their respective properties, but instead, the Adjoining Properties have access, ingress and egress to and from their properties by Faircloth Street and/or Neal Street.
7. All Adjoining Properties abutting that portion of the Unnamed Street as described in Section 4 above [such portion of the Unnamed Street being the subject of this Petition] have access, ingress and egress to and from their properties by Faircloth Street and/or Neal Street.
8. To the best of the undersigned's knowledge, that portion of the Unnamed Street as described in Section 4 above [such portion of the Unnamed Street being the subject of this Petition], which may be covered in part by mature trees, has never been opened or used as a street by the public since the 1923 Plat Map was recorded.
9. Petitioner is desirous of closing that portion of the Unnamed Street as described in Section 4 above [such portion of the Unnamed Street being the subject of this Petition] as shown on the attached plat maps, pursuant to N.C. G.S. Section 160A-299(d).
10. Your Petitioner believes that it would be in the best interests of all parties that said portion of the Unnamed Street as described in Section 4 above [such portion of the Unnamed Street being the subject of this Petition] be closed as a street and that your Petitioner believes that the closing of said street portion would not deprive anyone owning property in the vicinity of the Unnamed Street of reasonable means of ingress and egress to and from his/her/its property and that the closing of said portion of the Unnamed Street will not do any harm to persons known to your Petitioner.

WHEREFORE, your Petitioner respectfully petitions the City Council of the City of Fayetteville as follows:

1. That the said portion of the Unnamed Street lying between Cedar Street and the westernmost terminus of the Unnamed Street where the Unnamed Street abuts the eastern boundary of Lot 56R [such portion of the Unnamed Street being the subject of this Petition] be closed pursuant to authority set forth in N.C.G.S. Section 160A-299.
2. That a hearing be held pursuant to N.C. G.S. Section 160A-299 after appropriate notification to all parties as set forth in the aforesaid statute.

[Signature appears on the following page.]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

Sanjay Khazanchi

(SEAL)

Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina

County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 30th day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.

[Signature]

Notary Public

My commission expires: 5 / 11 / 29

[NOTARIAL SEAL]



Exhibit A

State of North Carolina
County of Cumberland

Tract One:

Being all of Lot 134 according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry.

Said property being also described as Lot 134 as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 134**")

Tract Two:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

(herein referred to as "**Lot 55R**")

Said Lot 55R being also the same property described as follows:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and
- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

Tract Three:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.
(herein referred to as "**Lot 56R**")

Said Lot 56R being also the same property described as follows:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

Tract Four:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

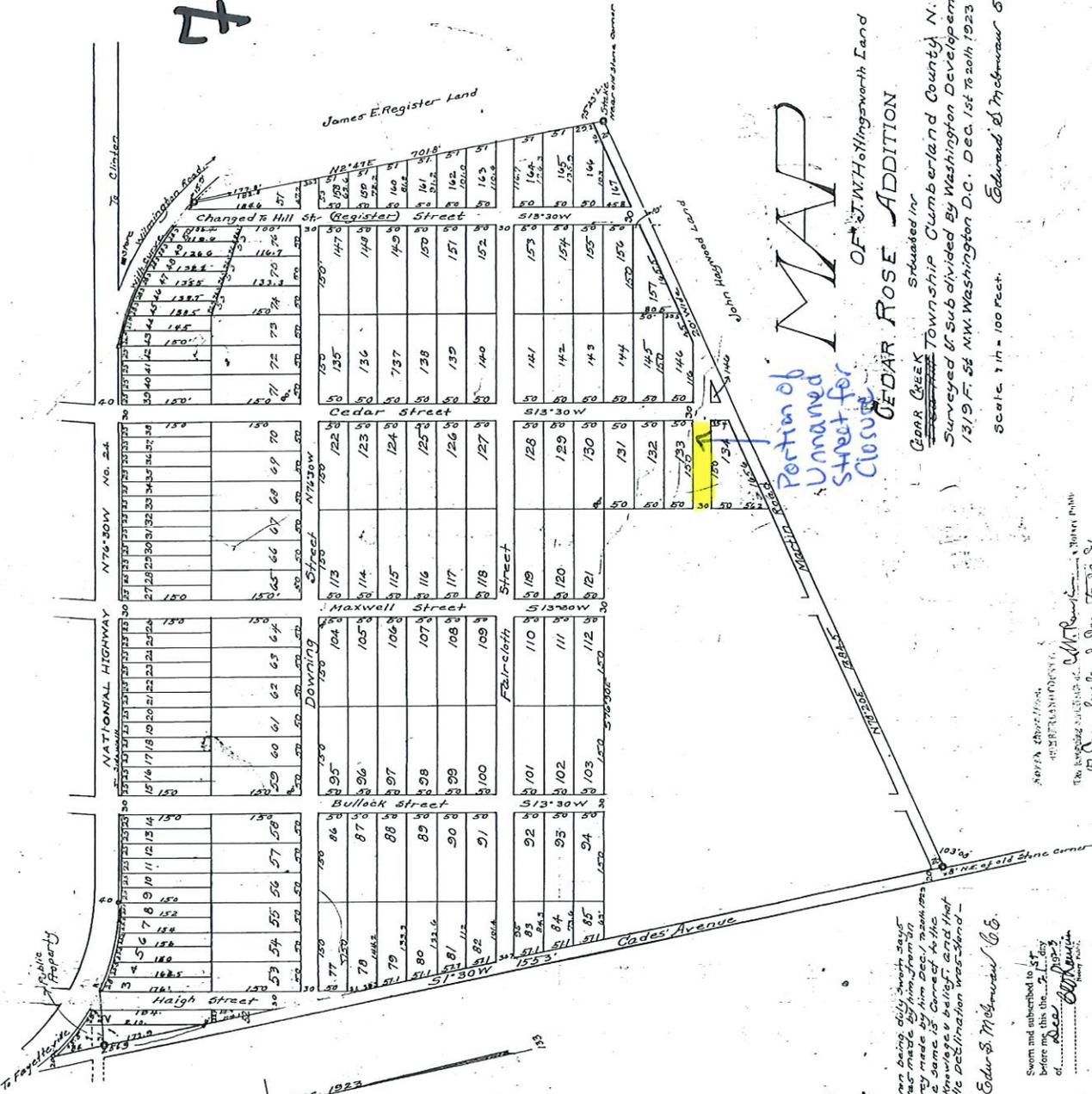
(herein referred to as "**Lot 38R**")

Said Lot 38R being also the same property described as follows:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

Exhibit B
1923 Plat Map

7-133



MAP
 OF J.W. Hollingsworth Land
 CEDAR ROSE ADDITION

CEAR CREEK Situated in
 Township Cumberland County N. C.
 Surveyed & Subdivided By Washington Development Co.
 13/19 F. 56 NW. Washington D. C. Dec. 1st 1923
 Scale: 1" = 100 Feet.
 Edward S. McInerney Engineer

NOTA CHYRISTIA,
 RESIDENT OF THE
 COUNTY OF CUMBERLAND COUNTY, N. C.
 I, the undersigned, do hereby certify that the
 above is a true and correct copy of the original
 map as filed in my office on the 21st day of
 December, 1923.
 EDWARD S. MCINERNEY
 ENGINEER

Fig. McInerney being duly sworn says
 that the above is a true and correct copy
 of the original map as filed in my office
 and that the same is correct to the
 best of his knowledge and belief, and that
 the magnetic declination was found
 to be 15.5° W.
 EDWARD S. MCINERNEY C.E.

Sworn and subscribed to & filed
 before me this 21st day of
 Dec. 1923
 J. W. Hollingsworth
 Notary Public
 My commission expires Dec. 21, 1924

7-132

Exhibit C

Recombination Plat Map and Affidavit of Recombination

FILED	Jan 30, 2026
AT	02:49:46 PM
BOOK	12435
START PAGE	0019
END PAGE	0023
INSTRUMENT #	03234
RECORDING	\$26.00
EXCISE TAX	\$0.00

Prepared by and return to: Player & McLean, LLP, 1019 Hay Street, Fayetteville, NC 28305
(without title examination or certification)
North Carolina

Cumberland County

AFFIDAVIT OF RECOMBINATION

I, Sanjay Khazanchi, Member/Manager of Sewak, LLC, being duly sworn, do depose and say:

1. I am the sole member and manager of Sewak, LLC, a North Carolina limited liability company (hereinafter either "**Owner**" or "**Sewak, LLC**") and am authorized to execute documents related to real property owned by Sewak, LLC, have personal knowledge of the matters stated herein and am authorized to give this Affidavit.
2. Sewak, LLC is the owner of certain real property described as follows:
 - a. Lot 55R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 55R is also the same property described as:

- (i) Lots 71, 72 and 73, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490187000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry (see also Corrective Deed recorded in Book 12419, Page 894, Cumberland County Registry);
- (ii) Lots 52 and 53, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446490267000 and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry; and

- (iii) Lots 54 and 55, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446491216000, and described in the Deed to Sewak, LLC recorded in Book 12419, Page 894, Cumberland County Registry.

(hereinafter collectively the "Lot 55R Tracts")

- b. Lot 56R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 56R is also the same property described as:

- (i) Lots 74, 75, 76, 77, 78 and 79, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492124000 and described in the Deeds to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry and Corrective Deed recorded in Book 12433, Page 618, Cumberland County Registry); and
- (ii) Lots 56, 57, 58, 59, 60 and 61, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492244000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 56R Tracts")

- c. Lot 38R as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry.

Said Lot 38R is also the same property described as:

- (i) Lots 38, 39, 40, 41, 42 and 43, according to a plat entitled "Map of J.W. Hollingsworth Property Being 2nd Cedar Rose Addition" recorded in Plat Book 7, Page 137, Cumberland County Registry, bearing Cumberland County REID 0446492366000, and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry;
- (ii) Lots 119, 120 and 121, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446492478000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry; and
- (iii) Lots 132 and 133, according to a plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" recorded in Plat Book 7, Page 133, Cumberland County Registry, bearing Cumberland County REID 0446493298000 and described in the Deed to Sewak, LLC recorded in Book 12294, page 325, Cumberland County Registry.

(hereinafter collectively the "Lot 38R Tracts")

3. **As to the Lot 55R Tracts described in Section 2.a. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.a. above, to wit: REID nos. 0446490187000, 0446490267000 and 0446491216000, into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.a. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 55R, consisting of .40 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.a. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

4. **As to the Lot 56R Tracts described in Section 2.b. above:**

- a. a. The Owner desires that the Cumberland County Tax Assessor's Office combine the two tax parcels described in Section 2.b. above, to wit: REID nos. 0446492124000 and 0446492244000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the two tax parcels described in Section 2ba. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 56R, consisting of .60 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.b. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

5. **As to the Lot 38R Tracts described in Section 2.c. above:**

- a. a. The Owner desire that the Cumberland County Tax Assessor's Office combine the three tax parcels described in Section 2.c. above, to wit: REID nos. 0446492366000, 0446492478000 and 0446493298000 into a single parcel number.
- b. Representatives of the Owner caused a recombination plat map entitled "Recombination for Sewak, LLC" to be recorded in Plat Book 154, Page 7, Cumberland County Registry.
- c. It is the intent of the Owner that the three tax parcels described in Section 2.c. above will be described as follows in any future conveyance of the property:

BEING ALL of Lot 38R, consisting of 1.18 acres, more or less, as shown on the plat map entitled "Recombination for Sewak, LLC" recorded in Plat Book 154, Page 7, Cumberland County Registry

- d. It is the intent of the Owner that the property described in Section 2.c. above will hereafter be listed, assessed and taxed as one real property tax parcel for ad valorem taxes in Cumberland County, North Carolina, where such property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

IN WITNESS WHEREOF, the undersigned, has hereunto set her/his hand and seal the day and year first above written.

Sanjay Khazanchi

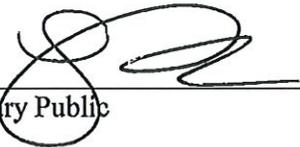
(SEAL)

Print Name: **Sanjay Khazanchi**, Member/Manager of Sewak, LLC

State of North Carolina

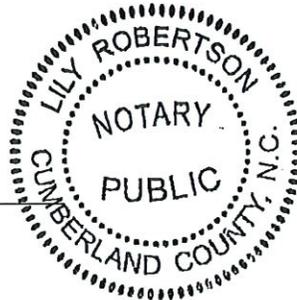
County of Cumberland

I, Lily Robertson, a Notary Public of the County of Cumberland and State of North Carolina,, certify that **Sanjay Khazanchi** personally appeared before me this 3rd day of January, 2026, acknowledging to me that he is the Member/Manager of Sewak, LLC, a North Carolina limited liability company, that being duly authorized to do so, he executed the foregoing instrument as the Member/Manager of Sewak, LLC for the purpose therein stated.



Notary Public

My commission expires: 5/11/27



[NOTARIAL SEAL]

REFERENCES:

DEED BOOK 12294 PAGE 325
 PLAT BOOK 154 PAGE 7
 PLAT BOOK 7 PAGE 133
 PLAT BOOK 7 PAGE 137

0446-49-2244
 SEWAK LLC.

MCDONALD ST
 PUBLIC R/W VARIES

0446-49-2366
 SEWAK LLC.

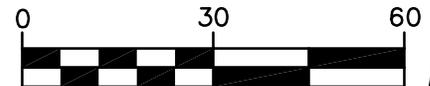
0446-49-3167
 SEWAK LLC.

0446-49-3298
 SEWAK LLC.

N79° 13' 31"W
 150.00'

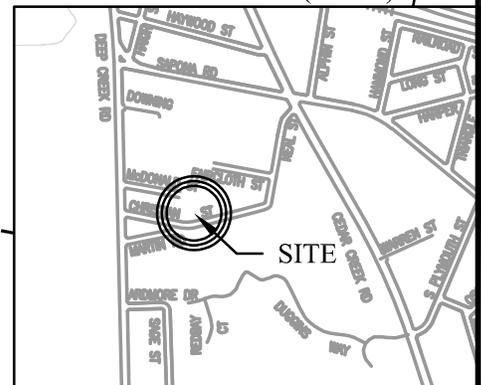
S79° 13' 31"E
 150.00'

NC GRID NAD 83 (2011)



1 INCH = 30 FT

VICINITY MAP (N.T.S.)



PUBLIC R/W VARIES
 NEAL ST

CEDAR ST
 30' PUBLIC R/W

CP N10° 46' 29"E CP
 30.00'

CP S10° 46' 29"W CP
 30.00'

UNNAMED ST
 30' PUBLIC R/W

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



PUBLIC SERVICES DEPARTMENT
 ENGINEERING DIVISION
 433 HAY ST. 28301
 (910) 433-1656

PROPOSED STREET CLOSURE
UNNAMED STREET
±0.10 ACRES
±4,500.00 SQUARE FEET
CROSS CREEK TOWNSHIP CUMBERLAND CTY
FAYETTEVILLE NORTH CAROLINA

SHEET 1 OF 1

REVISION DATE: _____

DATE 1/28/2026 DRAWN BY RSH
 SCALE 1" = 30' CK'D BY RSH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA CALLING A PUBLIC HEARING REGARDING THE PROPOSED PERMANENT CLOSING OF A PORTION OF AN UNNAMED STREET OFF CEDAR STREET

WHEREAS, the City of Fayetteville has received a request to permanently close a portion of an unnamed street off Cedar Street. Said portion is described more particularly as follows:

BEGINNING at the northeast corner of Lot 134 as depicted on the plat entitled "Map of J.W. Hollingsworth Land Cedar Rose Addition" as recorded in Plat Book 7, Page 133 of the Cumberland County Registry, said point also being in the western right of way line of Cedar Street and continuing thence along the southern line of an unnamed street North 79 degrees 13 minutes 31 seconds West 150.00 feet to a point, thence North 10 degrees 46 minutes 29 seconds East 30.00 feet to a point, thence along the northern line of said unnamed street South 79 degrees 13 minutes 31 seconds East 150.00 feet to a point in the western right of way line of Cedar Street, thence continuing with said line of Cedar Street South 10 degrees 46 minutes 29 seconds West 30.00 feet to the BEGINNING, and containing approximately 4,500 square feet.

AND WHEREAS the above-described property is located within the corporate limits of the City of Fayetteville and the Council intends to approve said request.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council calls a public hearing on the question of the proposed permanent closing to be held during the regular meeting of the Fayetteville City Council in Council Chambers at 433 Hay Street, 6:30 PM, April 27, 2026. Persons wishing to be heard regarding this issue shall sign up with the City Clerk, by name and home address, before 5:00 PM on the date of the scheduled public hearing as pursuant to City Council Policy 120.02.

The City Manager or his designee is directed to advertise this notice as prescribed in N.C.G.S. §160A-299 on March 17th, 24th, 31st and April 7th of 2026.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 9th day of March, 2026; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 26-0161

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A5

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

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

DATE: March 9, 2026

RE: Agreement with Cumberland County for Joint Funding of Year-Round Temporary Emergency Shelter

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

- Objective 4.6: To reduce poverty and homelessness.

Executive Summary:

Council is asked to authorize the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter.

Background:

The Salvation Army of the Sandhills has historically provided overnight shelter services, including 67 beds and White Flag sheltering when Cumberland County Emergency Management determines that overnight temperatures with wind chills are expected to fall below 32 degrees. On April 15, 2025, The Salvation Army's Pathways of Hope Shelter abruptly ceased operations, leaving the community without an overnight emergency shelter.

Emergency shelter serves as a critical resource for individuals experiencing homelessness, providing immediate safety and connection to supportive services. The closure of The Salvation Army's Pathways of Hope Shelter significantly reduced available overnight shelter capacity in the community and increased demand on other local providers serving unsheltered residents.

On December 15, 2025, the Cumberland County Board of Commissioners approved authorizing the County Manager to move forward with contract negotiations at a cost not to exceed \$1,000,000 to support the continuation of emergency shelter services at The Salvation Army. The County requested that the City Council consider participating in the funding effort. Any contribution provided by the City would reduce the total amount funded

by the County.

Issues/Analysis:

The City may enter into an agreement with Cumberland County to reimburse the County at regular intervals for costs incurred through its agreement with The Salvation Army for the operation of a year-round temporary emergency shelter. The City's contribution would be structured as a percentage of the County's \$1,000,000 commitment. Staff recommends that the City fund 30% of the annual shelter costs, not to exceed \$300,000 annually.

Should Council approve this action, staff will work with Cumberland County to finalize an agreement consistent with Council's direction.

Budget Impact:

The City receives approximately \$150,000 annually through the Emergency Solutions Grants (ESG) program. Of this amount, approximately \$83,000 may be used for Street Outreach or Emergency Shelter activities. However, the City's ability to reimburse Cumberland County for emergency shelter costs associated with The Salvation Army using ESG funds is not yet clear. As a result, staff recommends utilizing General Fund resources for this effort, with the potential to allocate ESG funds in future fiscal years if allowable.

If approved, the full annual contribution of up to \$300,000 would need to be identified within the General Fund and would likely require subsequent City Council action to appropriate the necessary funds. For the remainder of Fiscal Year 2026, the estimated cost would be approximately \$100,000, based on a contribution of \$25,000 per month for the remaining four months of the fiscal year.

Options:

- Authorize the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter, appropriate \$100,000 of general fund balance, and the corresponding budget and financial actions.
- Do not authorize the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter, appropriate \$100,000 of general fund balance, and the corresponding budget and financial actions.
- Direct Staff to some other action.

Recommended Action:

Authorize the City Manager to execute an agreement with Cumberland County for joint funding of a year-round temporary emergency shelter, appropriate \$100,000 of general fund balance, and the corresponding budget and financial actions.

Attachments:

None.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0143

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A6

TO: Mayor and Members of City Council

THRU: Michael Gibson, Interim Assistant City Manager

FROM: Sheila Thomas-Ambat, Public Services Director
Michelle Brooks, Interim Budget and Evaluation Director

DATE: March 9, 2026

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

COUNCIL DISTRICT(S):
2

Relationship To Strategic Plan:

- Goal 1: Safe and Secure Community
- Goal 3: High Quality Built Environment
- Goal 4: Desirable Place to Live, Work, and Recreate

Executive Summary:

The City has been awarded an Emergency Management Disaster Relief and Mitigation Fund (DRMF) grant in the amount of \$999,135 for the Locks Creek Roadway and Culvert Flood Mitigation Project. Staff is requesting Council authorization for the City Manager to execute a Memorandum of Agreement (MOA) with the North Carolina Emergency Management and to adopt Capital Project Ordinance (CPO) 2026-36 to appropriate the grant funding.

Background:

The City of Fayetteville Public Services Department applied for and was awarded a Disaster Relief and Mitigation Fund (DRMF) grant from North Carolina Division of Emergency Management (NCEM) for the Locks Creek Roadway and Culvert Flood Mitigation Project.

This project was identified through the Cape Fear 2 Watershed Study and previously approved by Council for development. The project is now shovel-ready and is anticipated to be advertised for bid in March 2026.

Issues/Analysis:

The project includes upgrades to the existing culvert on Locks Creek Road to maintain

community ingress and egress during storm events up to the 50-year level of service.

The proposed improvements also include raising the roadway elevation to further enhance access during significant rainfall events.

Overall, the project is intended to ensure reliable ingress and egress for the community up to the 50-year level of service.

Budget Impact:

There is no anticipated impact to the General Fund as the project will be reimbursed by NCEM. There is no City match required for this funding, however, if construction costs are in excess of the grant award, Stormwater Enterprise Funds will support the project.

Options:

Accept the Grant, Authorize the City Manager to execute a Memorandum of Agreement with NC Emergency Management, and Adopt Capital Project Ordinance 2026-36 to appropriate the grant award for the Locks Creek Roadway and Culvert Flood Mitigation Project.

Do not accept the grant or authorize the City Manager to execute a Memorandum of Agreement with NC Emergency Management and Adopt Capital Project Ordinance 2026-36 to appropriate the grant award for the Locks Creek Roadway and Culvert Flood Mitigation Project, and provide further direction to staff.

Recommended Action:

Staff recommends Council accepts the grant, authorize the City Manager to execute a Memorandum of Agreement with NC Emergency Management and Adopt Capital Project Ordinance 2026-36 to appropriate the grant award for the Locks Creek Roadway and Culvert Flood Mitigation Project.

Attachments:

DRMG2557 City of Fayetteville - Locks Creek Roadway & Culvert - MOA
CPO 2026-36



**Emergency Management Disaster Relief and Mitigation Fund –
Hurricane Helene Flood Mitigation Grant Program
Memorandum of Agreement (MOA)**

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

MOA# NCEM-DRMG2557

Award amount: \$999,135

Period of performance: 3/1/2026 to 6/30/2027

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) “The Disaster Recovery Act of 2025-Part II, *S.L. 2025-26, § 2A.3.(a)(7)(d)*, (2) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)*, (3) NC Appropriations Act of 2021, *S.L. 2021-180, §§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4), 5.9(f)* (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient’s (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services



received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all the reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsep@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.

- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos)) maintained by the State Office of State Budget & Management([OSBM](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos))<https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.
- Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including nonprofit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

Refer to "Reports Required for Each Reporting Level" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:

Level 1: Between \$1 and \$999,999

Level 2: ≥ \$1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the [Local Government Commission](#) (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. Audit Requirements

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC.**

If Recipient is a unit of local government in North Carolina, Recipient may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

15. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

16. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

17. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, direct questions to (919) 814-3852.

26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 - Scope of Work or Grant Application
 - iii. Appendix 3 - Award letter
 - iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh, NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

City of Fayetteville

**433 Hay Street
Fayetteville, NC 28301**

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO): **North Carolina Emergency Management (NCEM)** *Disaster Relief and Mitigation Fund 2025*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, § 5.9(f), *reauthorized in S.L. 2023-134, § 5.6(f)*, & “The Disaster Recovery Act of 2025 – Part II”, S.L. 2025-26, § 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

- (1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
- (2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be \$20,000,000

- (1) A minimum of \$15,000,000 will be targeted toward applicants in the TS Helene affected area.
- (2) Grants will be limited to \$2,000,000 for a single recipient.
- (3) Total grants will be limited to \$4,000,000 to a single county.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

(Not intended to be a full list but may help applicants to identify possible projects)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	Application Deadline
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions

Application deadline 28-November-2025 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line “Applicant name – Project name – 2025 DRMF Grant Application”

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
- 2) General description of the Project (10)
- 3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [State of NC Substitute W-9 Form](#)
- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):

September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2 Scope of Work or Grant Application

The Locks Creek Roadway and Culvert Flood Mitigation Project is designed to deliver long-term flood protection and reliable roadway access for the Locks Creek neighborhood. By implementing robust drainage improvements and elevating critical roadway segments, the project will safeguard Locks Creek Road against flooding up to the 25-year storm event. This scope of work outlines the specific construction activities and outcomes that will be achieved through this investment.

The project will be delivered as a design-bid-build construction contract managed by the City of Fayetteville's Public Services Department. The primary components include:

Culvert Replacement: Removal of the existing 60-inch stormwater pipe and installation of a 5-foot by 12-foot reinforced concrete box culvert with engineered headwalls to significantly increase flow capacity beneath Locks Creek Road.

Roadway Elevation: Raising Locks Creek Road at identified low points to prevent overtopping during storm events, ensuring the roadway remains passable up to the 25-year flood event.

Utility Relocation: Relocation of an existing 8-inch water main and replacement of a 4-inch sanitary sewer line to accommodate the new road elevation and culvert structure.

Site Restoration: Restoration of all disturbed areas, including seeding, sodding, and repaving, to ensure long-term stability and minimal environmental impact.

What this will achieve:

Flood Protection: The new culvert and elevated roadway will provide reliable protection for Locks Creek Road against floodwaters up to the 25-year storm event, significantly reducing the frequency and severity of roadway closures.

Emergency Access: Improved drainage and road elevations will ensure emergency vehicles and residents can safely access and exit the neighborhood during and after heavy rainfall.

Infrastructure Resilience: Upgraded utilities and restored site conditions will ensure the long-term performance and sustainability of the roadway and neighborhood infrastructure.

Through these targeted construction activities, the project will mitigate a critical flooding bottleneck and greatly enhance the safety, resilience, and accessibility of the Locks Creek neighborhood. Upon completion, Locks Creek Road will be protected from flooding up to the 25-year storm event, providing peace of mind to residents and strengthening the community's overall disaster resilience.

Hydrologic and hydraulic (H&H) modeling and engineering drawings for the Locks Creek Roadway and Culvert Flood Mitigation Project are fully complete, and all necessary environmental and construction permits have been secured.



NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

Mr. Byron Reeves
Deputy Director of Public Services
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Dear Mr. Reeves,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Locks Creek Roadway and Culvert Flood Mitigation grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$999,135.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,

DocuSigned by:

William C. Ray
Director & Deputy Homeland Security Advisor
North Carolina Emergency Management



Appendix 4
Documents for Reimbursement Request

Quarterly Progress Report – Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: \$ _____

-
1. Date of Project Approval:
 2. Start Date of the Project:
 3. Percent of Work Completed to Date: _____ %
 4. Anticipated Completion Date:
 5. Actual Completion Date:
 6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

Project Status

- (1) Project on schedule
- (2) Project completed
- (3) Project delayed
- (4) Project canceled

Project Cost Status

- (1) Cost unchanged
- (2) Cost overrun
- (3) Cost under-run

Request for Reimbursement (RFR)
Form LTR003

Grantee: _____ Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

**NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001**

(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delevery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	0.00
Equipment			
		Total	0.00
Materials			
		Total	0.00
Contract			
		Total	0.00
Other			
		Total	0.00
		(9) Grand TOTAL	\$0.00
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.00
Signature:			

**CAPITAL PROJECT ORDINANCE
ORD 2026-36**

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 capital project ordinance is hereby adopted:

Section 1. The authorized project is for the Emergency Management Disaster Relief and Mitigation Fund (DRMF) grant funding for the Locks Creek Roadway and Culvert Flood Mitigation Project.

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

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

Emergency Management Disaster Relief and Mitigation Grant (DRMG) \$ 999,135

Section 4. The following expenditures are anticipated to be available in the Stormwater Capital Fund to the City to complete the project:

Project Expenditures \$ 999,135

Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. 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. to execute the grant agreement and other documents that are required or appropriate for the City to receive the Emergency Management Disaster Relief and Mitigation Fund (DRMF) grant. The City Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the North Carolina Emergency Management.

Adopted this 9th day of March, 2026.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0138

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A7

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, ICMA-CM, Assistant City Manager

FROM: Andrew LaGala, A.A.E., Airport Director
Deontae K. Watson, MBA, A.A.E., Deputy Airport Director

DATE: March 9, 2026

RE: Approval/Renewal of Agreement with Transportation Network Companies

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:

Goal II - Responsive City Government Supporting a Diverse and Viable Economy
Objective 2.1 - To ensure a diverse City tax base

Goal IV - Desirable Place to Live, Work and Recreate
Objective 4.1 - To maintain public transportation investments with high quality transit and airport services

Executive Summary:

Council is asked to approve/renew an agreement to be used with various transportation network companies. The attached agreement shall be used for Uber, Lyft, and all other transportation network companies that may desire to provide pick-ups or drop-offs at the Fayetteville Regional Airport. The term of the agreements with transportation network companies shall be for three years.

Background:

The Airport Commission considered the transportation network company agreement at its regularly scheduled meeting on July 26, 2022 and recommended approval by City Council. Transportation network companies have used the Fayetteville Regional Airport for years without an agreement that detailed operational or fee remittance requirements. City Council's approval of the attached agreement will close that loop and serve as the plan for current and future transportation network company operators to use when servicing passengers at the Fayetteville Regional Airport.

On December 12, 2022, City Council approved the initial agreement with Transportation Network Companies with a three year term (January 1, 2023 - December 30, 2025).

City Council approved the fees for transportation network companies in the fiscal year 2022-2023 Adopted Fee Schedule.

Issues/Analysis:

None.

Budget Impact:

All revenues generated from transportation network company agreements will remain with the Airport Operating Fund, and there will be no impact to the City of Fayetteville General Fund.

Options:

- Approve the proposed agreement to be used with transportation network companies and allow the City Manager to execute these documents on behalf of the City.
- Do not approve the proposed agreement or allow the City Manager to execute these documents on behalf of the City.

Recommended Action:

Motion to approve the proposed agreement with transportation network companies and allow the City Manager to execute these documents on the City's behalf.

Attachments:

Proposed Agreement with Transportation Network Companies

**NORTH CAROLINA
CUMBERLAND COUNTY**

**NON-EXCLUSIVE
OPERATING AGREEMENT FOR
TRANSPORTATION NETWORK COMPANY**

THIS NON-EXCLUSIVE OPERATING AGREEMENT made and entered into as of this 1st day of _____, 2026, by and between the **CITY OF FAYETTEVILLE**, hereinafter called “**LESSOR**” and _____, a transportation network company (TNC) and having a principal office in _____, hereinafter called “**USER**”.

WITNESSETH:

WHEREAS, pursuant to the authority conferred by the General Assembly of the State of North Carolina under Chapter 20, Article 10A – Transportation Network Companies and as amended, the City of Fayetteville has adopted a Ground Transportation Ordinance and Rules and Regulations for governing the operation of ground transportation operators at the Fayetteville Regional Airport or FAY; and

WHEREAS, **USER** is a Transportation Network Company (TNC), as that term is defined in Chapter 20 Article 10A of the North Carolina General Statutes, that desires to operate a transportation network business wherein TNC will connect passengers arriving and departing from FAY with prearranged transportation services offered by individual drivers operating on TNC’s online enabled network; and

WHEREAS, **LESSOR** has agreed to allow TNC and Drivers operating on its application, who are in compliance with the terms of this Agreement and all applicable laws and regulations, to conduct business at FAY subject to the terms of this AGREEMENT; and

WHEREAS, **LESSOR** is duly empowered to operate, manage and control the Fayetteville Regional Airport and all facilities located thereon, under the LESSOR of N.C.G.S 63-53 (3) and Chapter 3 of the Code of Ordinances of the City of Fayetteville, North Carolina; and

WHEREAS, transportation network company services are necessary and desirable for the proper accommodation of passengers arriving at and departing from the Fayetteville Regional Airport; and

WHEREAS, **USER** is engaged in the operation of a transportation network company business and is ready, willing and able to provide TNC vehicle operators to meet passengers using the Fayetteville Regional Airport at rates comparable to those generally prevailing in the area;

AND WHEREAS, **USER** is authorized to operate by and within the State of North Carolina;

NOW, THEREFORE, **LESSOR** and **USER**, for and in consideration of the mutual covenants and agreements hereinafter set forth, do hereby agree as follows.

ARTICLE I - CONDUCT OF OPERATIONS

- A. LESSOR is charged with and responsible for regulating the provision of ground transportation services at the Airport.
- B. USER is a Transportation Network Company (“TNC”) authorized to operate by and within the State of North Carolina.
- C. USER desires to derive financial benefit by authorizing affiliated TNC Drivers to operate one or more TNC Vehicles for the purpose of transporting Passengers to and from the Airport.
- D. USER has requested LESSOR to authorize certain authorized TNC Vehicles and TNC Drivers to conduct operations at the Airport for the purpose of picking-up and dropping-off Passengers, and to use certain roadways, parking areas and curb space at the Airport for such purpose.
- E. USER, in consideration of the LESSOR granting USER authorization to enable its TNC Drivers to operate TNC Vehicles at the Airport and to use Airport roadways, parking areas and curb space at the Airport for such purpose, agrees to conduct its services at the Airport in accordance with the terms and conditions of this Agreement.
- F. The LESSOR desires to grant USER the non-exclusive right to operate authorized TNC Vehicles at the Airport for the purpose of arranging through its mobile application for affiliated TNC Drivers to drop-off, pick-up, and transport Passengers in accordance with the terms and conditions of this Agreement.

ARTICLE II - SERVICES.

- 1. **Grant of Agreement.** By issuance of this Agreement, the LESSOR hereby grants USER the non-exclusive right, in common with others so authorized, to operate at the Airport for the purpose of arranging through its mobile application for affiliated TNC Drivers to drop-off, pick-up and transport Passengers to and from the Airport in accordance with the terms and conditions of this Agreement.
- 2. **No Representations or Warranties.** The USER hereby acknowledges and agrees that the LESSOR does not make, and has not made, any representation, warranty, assurance, or guaranty that this Agreement, or the operations conducted hereunder, will generate any minimum, maximum, or optimum volume of airline or other passenger traffic business, or that any minimum, maximum, or optimum volume of airline or other passenger traffic business or revenue will occur.

ARTICLE III - PAYMENT.

- 1. **Fees and Charges.** In consideration of the limited rights granted by the LESSOR pursuant to this Agreement, USER hereby agrees to pay the following fees to the LESSOR during the term of this Agreement:
 - (a) A per trip pick-up fee of TWO and 00/100 Dollars (\$2.00) and per trip drop-off fee of ONE and 00/100 Dollar (\$1.00) for each Trip (defined below) conducted by a TNC Driver in a TNC Vehicle at the Airport (the “Per Trip Fee”). The term “Trip” as used in

this Section means each and every instance in which a TNC Vehicle drops-off or picks-up one or more Passengers at the Airport.

(b) The Per Trip Fees are collectively referred to herein as the “Fees.”

2. Monthly Payment of Per Trip Fees. All Per Trip Fees payable hereunder shall be paid monthly by USER to the LESSOR. The Monthly Payment (defined below) is due in full within thirty (30) calendar days of the close of any calendar month while this Agreement is in effect. Payments shall be made to LESSOR in legal tender of the United States, free from all claims, demands, setoffs, or counterclaims of any kind, and should be delivered to the LESSOR at the following address:

City of Fayetteville
Attn: Real Estate
339 Alexander Street
Fayetteville, North Carolina 28301

The term “Monthly Payment” means the product of (a) the number of Trips conducted by USER’s TNC Vehicles in one calendar month, and (b) the Per Trip Fee then in effect. The Monthly Payment shall be accompanied by a full reporting of the USER’s operations at the Airport for the payment period, in accordance with Article III Section 6 below.

3. Late Payments. Monthly Payments not received by the LESSOR within thirty (30) calendar days following the close of any calendar month will be subject to a late fee in the amount of two percent (5%) of the Monthly Payment. Additionally, in the event of three (3) consecutive late payments by the USER, the LESSOR has the right, at its option, to increase the Security Deposit by up to fifteen percent (15%), and USER will provide the additional Security Deposit to the LESSOR within ten (10) days after notice of the required increase in the amount of the Security Deposit.

4. Under Payments. Should any examination, inspection or audit of USER’s books and records by the LESSOR disclose an underpayment by USER of the Monthly Payment due the LESSOR, USER shall promptly pay the LESSOR the amount of such undisputed underpayment within ten (10) days after notice thereof. In the event of any overpayment by USER, LESSOR will credit such overpayment against the next Monthly Payment.

5. Airport Geo-Fence Downtime. In the event of a failure (a “Downtime”) of the TNC Vehicle tracking mechanism enabled by the Airport Geo-Fence, the LESSOR shall equitably determine the amount of the USER’s Monthly Payment for such Downtime based upon the average monthly number of Trips made in the last twelve (12) months (or lesser period, if applicable) for the same amount of time, taking into account time of day and day of week.

6. Monthly Reports. Within thirty (30) days of the close of any calendar month while this Agreement is in effect, USER shall submit to the LESSOR, along with and at the same time as the USER’s Monthly Payment, its operations report for the previous calendar month (the “Monthly Report”). The Monthly Report shall be in an agreed-upon electronic format and shall include for each date of operation and for each Trip the following information: (a) license plate

number of the TNC Vehicle, (b) the time of drop-off or pick-up by the TNC Vehicle, and (c) the location of each drop-off or pick-up. The Monthly Report shall also include the total number of Trips for the reporting period.

ARTICLE IV - SUSPENSION OR TERMINATION OF AGREEMENT.

Suspension or Termination by the LESSOR. This Agreement is terminable at any time by either party by giving at least thirty (30) days' prior written notice of termination. Notwithstanding the foregoing, the LESSOR may also suspend or terminate this Agreement upon the occurrence of an Event of Default (as defined in Section 12 of the Terms and Conditions, attached hereto as Exhibit A), and upon thirty (30) days' prior written notice of termination. Should this Agreement be suspended by the LESSOR, and thereafter USER continues to instruct any of its TNC Drivers to engage in providing TNC Services at the Airport, and any such TNC Driver is found to have been operating at the Airport during the period of suspension, the LESSOR shall have the right to terminate this Agreement immediately and without prior notice to the USER.

ARTICLE V - COMMENCEMENT DATE; TERM.

1. **Commencement Date.** This Agreement shall be effective, and the "Commencement Date" shall be deemed to occur, on May 1, 2026.
2. **Term.** The term of this Agreement shall be for a period of 3 years and shall begin on the Commencement Date and shall automatically terminate on April 30, 2029.
3. **Modifications to Agreement.** All modifications and amendments to this Agreement shall be in writing and signed by both parties.

ARTICLE VI - USE, CONDITIONS, RESTRICTIONS.

1. **Limited Grant.** The limited rights granted by this Agreement do not establish or vest in USER any right to preferential use of Airport facilities. USER acknowledges and agrees that USER has no exclusive right to conduct its operations at the Airport, and the LESSOR, in its sole and absolute discretion, may arrange for or allow other TNCs to conduct similar operations at the Airport on the same terms and conditions as set forth herein.
2. **No Designated Drop-Off and Pick-Up Areas.**
 - (a) LESSOR currently provides no designated drop-off or pick-up areas for TNC Drivers. Therefore, it is expected that TNC Drivers will access the terminal frontage in a manner similar to regular passenger drop-offs and pickups.
 - (b) TNC Drivers operating under the USER's Agreement may not at any time loiter in front of the terminal, nor leave TNC vehicles unattended in hopes of gaining a fare.
3. **Digital Decal.** USER shall ensure that each TNC Driver will maintain, on his or her smartphone, a "digital decal" while using the TNC Application that will be used in lieu of a

tangible Airport transponder. The digital decal will allow the LESSOR to confirm the following information for any TNC Driver or TNC Vehicle using the TNC Application while on Airport grounds at all times: (i) the name or logo of the USER; (ii) the name and a photograph of the TNC Driver; (iii) the make, model and license plate number of each TNC Vehicle associated with the TNC Driver, and the state issuing each such license plate; and (iv) all certificates of insurance required by this Agreement or applicable law.

4. **Waybills.** All TNC Driver activity on Airport property shall be documented by a waybill prepared prior to entering Airport property or prior to leaving the Airport. The waybill shall state the TNC Driver's name, the TNC Vehicle license plate, Passenger's first name and the first letter of their last name, and the location of the drop-off or pick-up.

5. **Requests for Information.** Upon request from LESSOR-Related Personnel for any information necessary to show a driver's compliance with this Agreement (and in compliance with the non-discriminatory policies required by both parties under this Agreement), all TNC Drivers shall immediately comply with such request and provide such requested information, including but not limited to, proof of all required insurance, license and registration, prearranged waybill, digital decal, or confirmation that the TNC Application is activated while on Airport property.

6. **Complaint Reports.** In accordance with any statutory or constitutional due process or privacy requirements, the USER shall provide to the LESSOR, upon request by the LESSOR, information to investigate and resolve a complaint or respond to an incident related to TNC operations to or from FAY if the LESSOR deems that such reports and information is needed to assist LESSOR in the enforcement of this Agreement.

7. **Changes to Airport.** USER acknowledges and agrees that: (a) LESSOR shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas; and (b) Airport has made no representations, warranties and/or covenants to Operator regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Operator acknowledges and agrees that: the Airport may from time to time undergo renovation, construction and other Airport modifications; and the Airport may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business.

ARTICLE VII - TNC VEHICLES.

1. **TNC Vehicle Requirements.** USER shall ensure that each TNC Vehicle conforms to and complies with all vehicle requirements set forth in NC General Statute 20-280.5.

2. **Trade Dress.** Prior to operating at the Airport, USER shall provide the LESSOR with a photograph of USER's proposed Trade Dress, along with a description of the designated Trade Dress location, which location must be approved by the LESSOR and in accordance with the State of North Carolina. While operating at the Airport pursuant to this Agreement, whether or not carrying a Passenger, every TNC Vehicle shall display USER's approved Trade Dress in the approved Trade Dress location.

3. **TNC Vehicle Condition.** USER shall ensure that its vehicles meet the safety requirements detailed in NC § 20-280.5.

ARTICLE VIII - PROHIBITED ACTIVITIES.

1. **General Prohibited Activities.** Without limiting any other provision herein, USER shall not, without the LESSOR's prior written consent:

- (a) Cause or permit anything to be done, in or about the property of the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the right of others at the Airport or injure or annoy them;
- (b) Use the property for any improper, immoral, unlawful or reasonably objectionable purpose;
- (c) If applicable, place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Airport entrances, walkways, or the roadways; or
- (d) Do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the LESSOR or appearance of the Airport or violate the LESSOR's Rules and Regulations.

2. **Other Prohibited Activities.** Without limiting the generality of other provisions of this Agreement, the following activities are specifically prohibited by USER and its TNC Drivers operating under its Agreement, as applicable, while on Airport property or while carrying Passengers to or from the Airport for drop-off or pick-up:

- (a) Turning off or disabling the TNC Application when a TNC Vehicle is at the Airport;
- (b) Allowing the operation of a TNC Vehicle at the Airport by an unauthorized driver;
- (c) Transporting a Passenger in an unauthorized vehicle;
- (d) Picking-up or dropping-off Passengers or their baggage at any location other than the Designated Areas;
- (e) Leaving a TNC Vehicle unattended;
- (f) Failing to maintain the TNC Vehicle interior and exterior in an appropriately clean condition or failing to maintain a neat and clean personal appearance;
- (g) Littering at the Airport or in the Designated Areas;
- (h) Failing to provide information or providing false information to the LESSOR or LESSOR-Related Personnel upon request as set forth in Article V Section 5;
- (i) Operating a TNC Vehicle without the approved Trade Dress;
- (j) Soliciting Passengers at the Airport, or any soliciting or advertising whatsoever, (except through valid use of the TNC App);
- (k) Re-circulating anywhere at the Airport, except directly in route to the Holding Area (if established) or if a Passenger is not available for pickup within a reasonable period of time;
- (l) Using profane or vulgar language in the presence of any member of the public or LESSOR-Related Personnel;

- (m) Operating a TNC Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment as required by the State of North Carolina Motor Vehicle Code;
- (n) Operating a TNC Vehicle without the required certification or at any time during which the North Carolina certification or this Agreement is suspended or revoked;
- (o) Failing to comply with instructions or directions given by the LESSOR or LESSOR-Related Personnel, including but not limited to, failing to comply with the information-sharing requirements of Article V Section 5. Requests to inspect proof of insurance, license and registration, prearranged waybill, or confirmation that the TNC Application is activated while on Airport property and/or within the Airport Geo-Fence;
- (p) Soliciting or attempting to solicit payment in excess of that authorized by law;
- (q) Failing to give an electronic receipt from which he/she can file a report with USER, the Airport or law enforcement, if needed.
- (r) Any attempt to bypass the TNC Application and solicit cash payment for Passenger drop-offs or pick-ups.

3. **Violations of Prohibited Activities.** Violations by USER or a TNC Driver which are not addressed by USER or the TNC Driver, as applicable, within a reasonable time after a request by the LESSOR to do so, may result in suspension or termination of this Agreement.

ARTICLE IX - N. C. IRAN DIVESTMENT ACT.

As mandated by N.C.G.S. 143C-6A-5(a), USER certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4. USER further certifies that in accordance with N.C.G.S. 143C-6A-5(b) that it shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List. USER certifies that the signatory to this Agreement is authorized by the USER to make the foregoing statement.

ARTICLE X - E-VERIFY.

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

ARTICLE XI - NOTICES.

All notices from one party to the other under this Agreement shall be in writing, mailed by registered or certified mail, return receipt requested, to the address indicated below. Either party may change its address for notice upon written notice to the other in accordance with this Section.

All notices required or permitted to be given hereunder to LESSOR shall be sufficient if sent by registered mail, postage prepaid, and addressed to: **433 Hay St., Fayetteville, North Carolina 28301, Attention: City Manager**. A copy of any such notice shall also be sent to: **Fayetteville Regional Airport, 400 Airport Road, Suite 1, Attention: Airport Director, Fayetteville, NC 28306**. All notices required or permitted to be given hereunder to USER shall be sufficient if sent by registered mail, postage prepaid, and addressed to: Lyft, Inc. ,c/o Don Griffin, Head of Airport Partnerships, 185 Berry Street, Suite 5000, San Francisco, CA 94107 w/ Copy to Legal Department and w/ electronic copy to legalnotices@lyft.com.

ARTICLE XII - TERMS & CONDITIONS.

Incorporation of Exhibits. The Terms and Conditions set forth on Exhibit A, are hereby incorporated herein by this reference and made a part hereof.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, as of the day and year first above written.

CITY OF FAYETTEVILLE

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

ATTEST:

Secretary

(Corporate Seal)

(Transportation Network Company)

BY: _____

ATTEST:

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

I, _____, a notary public of _____ County, North Carolina, certify that _____, _____ and _____, _____, personally appeared before and acknowledged the due execution of the foregoing instrument.

Witness my hand and notaries seal this the ____ day of _____, 20__.

Seal

Notary Public

My commission expires: _____

**STATE OF _____
COUNTY OF _____**

I, _____, a notary public of said County and State hereby certify that _____ personally came before me this day and acknowledged that he is _____ of _____, a corporation, and that by LESSOR duly given and as the act of the corporation, the foregoing instrument was signed in its _____, sealed with its corporate seal and attested by _____self as its _____.

Witness my hand and notaries seal, this the ____ day of _____, 20__.

Seal

Notary Public

My commission expires: _____

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions (the “Terms and Conditions”) are attached to and made a part of the Non-Exclusive Operating Agreement to Provide Transportation Network Company Services at Fayetteville Regional Airport:

SECTION 1. DEFINITIONS AND CONSTRUCTION.

- A. **Definitions.** The following terms, when used in this Agreement shall, unless the context requires otherwise, have the respective meanings given below:
1. **Airport:** shall mean the land and premises located in the City of Fayetteville North Carolina and lands contiguous thereto, which may be acquired from time to time by the LESSOR for Airport purposes, and which shall comprise the Fayetteville Regional Airport. The term “Airport” shall also include the General Aviation Facility, and all other tenant locations on Airport Property.
 2. **Airport Geo-Fence:** an electronic perimeter of the Airport comprised of one or more polygons whose points are geographic coordinates as defined and verified by the LESSOR and under the USER’s management. TNC Vehicles located within this Airport Geo-Fence area shall not appear on the TNC Application as being available for Passenger requests for service. The USER shall keep records of each and every Trip that begins or ends within the Airport Geo-Fence, including: a) each and every Passenger drop-off on Airport Property, and b) each and every Passenger pick-up on Airport Property. If the LESSOR desires to acquire or develop an alternative vehicle tracking mechanism, USER shall work with the LESSOR in good faith to develop such a vehicle tracking mechanism or other similar protocol for use on Airport property.
 3. **LESSOR:** shall mean the City of Fayetteville, owner and operator of the Fayetteville Regional Airport.
 4. **LESSOR-Related Personnel:** shall mean the Airport Managers, officers, officials, employees, agents, and representatives, including without limitation, the City of Fayetteville Fire Department (Operations) and Police Officers, as well as other authorized law enforcement personnel.
 5. **Designated Areas:** shall mean those certain areas selected by the LESSOR where TNC Drivers may (i) wait for requests for transportation by Passengers, as set forth on Exhibit B, or (ii) drop-off or pick-up Passengers, as set forth on Exhibit C, if applicable.
 6. **Governmental Body:** shall mean any federal, state, city or other political subdivision thereof, or any other entity, LESSOR, agency or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions pertaining to government.
 7. **Passenger:** any individual who hires or enters a TNC Vehicle operated by a TNC Driver providing TNC Services to or from the Airport pursuant to this Agreement.
 8. **Agreement:** shall mean the Non-Exclusive Operating Agreement to Provide Transportation Network Company Services at Fayetteville Regional Airport, authorizing USER to provide TNC Services at the Airport, together with all Exhibits attached hereto.
 9. **Rules and Regulations:** all applicable provisions of the rules and regulations of LESSOR, and any new, modified or additional rules and regulations, which the LESSOR

now or hereafter enacts, and as may be amended from time to time. The term “Rules and Regulations” also includes all rules and regulations of any Governmental Body, including but not limited to, the Federal Aviation Administration (“FAA”) and the Transportation Security Administration (“TSA”).

10. **TNC:** shall mean a Transportation Network Company, which is an organization, whether a corporation, partnership, sole proprietor, or other form, operating under and in compliance with the General Statutes of the State of North Carolina, that uses a TNC Application to connect Passengers with TNC Drivers using their personal vehicles to provide transportation to Passengers.
 11. **TNC Application:** the mobile smartphone application or platform developed by USER that connects Passengers with TNC Drivers and TNC Vehicles. If requested by the LESSOR, and subject to a nondisclosure agreement, USER will detail to the LESSOR the functionality of the TNC Application in order to assist the LESSOR in enforcing the Agreement, including but not limited to, by demonstrating how the TNC Application is consistent with the Rules and Regulations and the terms and conditions of this Agreement.
 12. **TNC Driver:** an individual approved by the USER to use his or her privately-owned TNC Vehicle to transport passengers whose rides are arranged through the TNC Application. Each TNC Driver shall be properly authorized and credentialed by the TNC and be authorized pursuant to the terms and conditions of this Agreement to pick-up and drop-off Passengers at the Airport as an authorized TNC Driver of USER. For purposes of this Agreement, the term “TNC Driver” applies at all times that a TNC Driver is on Airport property by reason of the driver’s relationship with the USER, regardless of whether the TNC Vehicle is carrying a Passenger.
 13. **TNC Services:** shall include the USER’s authorized operations under this Agreement occurring whenever a TNC Driver is in a TNC Vehicle at the Airport or in the Designated Areas, and having: a) the TNC Application open and waiting for a match with a Passenger; b) a match accepted but not having picked up a Passenger; or c) a Passenger in the TNC Vehicle until the Passenger exits the TNC Vehicle. In all of these instances, the TNC Application shall be open when the TNC Vehicle enters Airport property and shall remain on throughout the referenced periods.
 14. **TNC Vehicle:** a vehicle driven by a TNC Driver that is authorized both by the USER and pursuant to the terms and conditions of this Agreement to pick-up and drop-off Passengers at the Airport.
 15. **Trade Dress:** a removable and distinct logo, insignia, or emblem that is attached to or visible from the exterior of a TNC Vehicle during the performance of providing TNC Services and that complies with the Code(s) of North Carolina. A copy of the Trade Dress shall be provided to and approved by the LESSOR prior to USER commencing operations at the Airport.
- B. **Construction of Certain Terms.** Except as otherwise expressly provided herein or unless the context otherwise requires, the following rules of construction shall apply:
1. The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

2. The terms defined in this Agreement shall have the meanings assigned to them herein and include the plural as well as the singular.

C. Table of Contents, Titles and Headings. The table of contents, titles and headings of the sections are solely for convenience of reference, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

D. Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the LESSOR or USER. If any provision of this Agreement is determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

E. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

SECTION 2. OBLIGATIONS OF USER.

USER warrants and agrees that it will:

- A. Conduct its operation hereunder in compliance with the highest standards of providing TNC Services and will furnish all necessary fixtures, equipment, supplies, materials, facilities, and personnel (including licensed personnel as necessary) in order to adequately provide such TNC Services in accordance with the terms and conditions of this Agreement.
- B. Furnish the TNC Services promptly and efficiently on a fair, equal and non-discriminatory basis.
- C. Be responsible for obtaining all permits, licenses and certificates required by any regulatory agency to conduct the TNC Services provided hereunder.
- D. Conduct its operations in an orderly and proper manner so as not to unreasonably annoy, disturb or be offensive to others on or near the Airport. USER shall take all reasonable measures to (i) eliminate vibrations tending to damage any equipment, structures, buildings or portions of buildings on the Airport or adjacent to the Airport; and (ii) keep the sound level of its operations as low as reasonably possible, particularly during the hours of darkness.
- E. Advise TNC Drivers operating under its Agreement to not negatively impact or impede traffic flow in or out of Airport roadways and parking facilities, to not congregate on Airport access roadways or off-Airport parking areas, including retail shopping centers, churches, businesses or other parking areas established for private purpose outside the Airport Geo-Fence, or to not in any way allow its TNC Drivers or TNC Vehicles to obstruct Airport access.
- F. Advise TNC Drivers to not stage, wait or park in any areas of the Airport other than in the Holding Area, as set forth on Exhibit B (if established).
- H. Upon receipt of any complaint or objection to the conduct, demeanor or appearance of its TNC Drivers operating under its Agreement, employees, invitees or those doing business with the USER, the USER shall immediately take all reasonable steps necessary to remove

or correct the cause of the complaint or objection. USER and its TNC Drivers shall advise Passengers of the means and methods for contacting, reporting and resolving Passenger complaints.

- J. Advise TNC Drivers to place all garbage, debris and other waste materials in proper disposal containers.
- K. Not do or permit to be done anything which may interfere with free access and passage on and to the Airport.
- L. Advise Passengers of the means and methods for contacting, reporting and retrieving lost property.
- N. Maintain, in accordance with generally accepted accounting practices, throughout the term of the Agreement and for three (3) years thereafter, records and books of account, recording all Trips, as that term is defined in Article III, that occur transactions in any way connected with USER's operation at the Airport. Notwithstanding the foregoing, in no event shall USER be required to maintain such records for a period longer than seven (7) years. No more than annually, LESSOR may inspect at a mutually agreed location in the City of Fayetteville an electronic report of records from USER necessary to demonstrate that USER has paid all trip fees as required under Article III regarding Airport operations and USER will provide a report including relevant operations details. The intent and purpose of the provisions of this section are such that USER shall keep and maintain records which will enable the LESSOR to ascertain, determine and audit, if so desired by the LESSOR, clearly and accurately, the information that USER provides in the monthly reports required under Article III detailing the number of drop-offs and pick-ups conducted by USER and the Trip activity of the TNC Drivers and TNC Vehicles. Additional TNC recordkeeping and reporting requirements are set forth in Section 26 of these Terms and Conditions.
- O. USER agrees to resolve failures of the TNC Vehicle tracking mechanism enabled by its Airport Geo-Fence in a prompt and efficient manner. Failure to resolve such TNC Vehicle tracking failures within USER's control, related to the Airport Geo-Fence within five (5) days may result in a suspension or termination of this Agreement.
- P. The USER shall provide to each of its TNC Driver operating under its Agreements a credential, which shall be digitally displayed as part of the TNC Application, that includes the following information: (i) the name or logo of the USER; (ii) the name and a photograph of the TNC Driver; (iii) the make, model and license plate number of each TNC Vehicle associated with the TNC Driver and the state issuing such license plate. The TNC Driver shall carry the credential at all times during the operation of the TNC Vehicle and shall present the credential upon request to the LESSOR or LESSOR-Related Personnel. All such requests shall be in compliance with the non-discriminatory obligations of each party under this Agreement.
- Q. Any violation of paragraphs (A)-(P) of this section that is the result of a TNC Driver's conduct shall be addressed to maintain conformity with Article VIII; and Section 12.

SECTION 3. RIGHTS OF SELECTED USER.

- A. The USER shall provide TNC Services only in accordance with the terms and conditions of this Agreement, and will not conduct any other type of business whatsoever on the Airport unless otherwise approved in writing by the LESSOR.

- B. USER shall not allow any TNC Driver to solicit business or engage in any manner of solicitation of business, except as permitted under this Agreement or as may be expressly permitted in writing by the LESSOR.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

USER shall comply with all applicable federal, state and local laws and ordinances, governmental rules, regulations and orders applicable to the operation of the Airport or to the USER's operation at the Airport. Without limiting the generality of the foregoing, USER shall comply with the applicable laws and regulations regarding: Federal Immigration; Non-Discrimination, Disability, and OSHA.

SECTION 5. RULES AND REGULATIONS OF LESSOR.

The USER covenants and agrees to advise its TNC Drivers operating under its Agreement, officers, employees, guests, invitees, and those doing business with it, to observe and obey all applicable laws as well as the Rules and Regulations of the LESSOR now in effect or hereinafter promulgated governing the conduct and operation of the Airport. The LESSOR agrees that, except in cases of emergency, it will give notice to the USER of all such new or amended Rules or Regulations adopted by it at least ten (10) days before the USER shall be required to comply therewith. Copies of the Rules and Regulations are available at the offices of the LESSOR.

SECTION 6. FEDERAL AIRPORT AID.

The LESSOR has applied for and received, and may in the future apply for and receive, grants of money for the benefit of the Airport from the Administrator of the Federal Aviation Administration ("FAA") pursuant to applicable federal law, from the Department of Aviation of the State of North Carolina, and from the City of Fayetteville. In connection therewith, the LESSOR has undertaken or may undertake certain obligations respecting its operation of the Airport and the activities of its USERS, USERS and contractors thereon. The USER covenants and agrees that, if the Administrator of the FAA or any other governmental entity having jurisdiction over the enforcement of the obligations of the LESSOR resulting from such grant or grants shall make any orders, recommendations or suggestions to the LESSOR or the USER respecting the performance of the USER, the USER will promptly comply therewith.

SECTION 7. INSPECTION OF VEHICLES.

Each TNC Vehicle shall have a valid state inspection decal in accordance with the State of North Carolina and the LESSOR shall have the right to inspect the decal to verify that a vehicle is in compliance.

SECTION 8. INDEMNIFICATION; WAIVER OF CLAIMS.

- A. **Indemnification.** The USER shall indemnify, defend and hold the LESSOR and the LESSOR-Related Personnel completely harmless from any and all liabilities, losses, suits, actions, claims, judgments, fines or demand of any character, including but not limited to,

court costs and attorneys' fees brought because of any injuries or death to persons or damage received or sustained by a third party in consequence of: (i) the operations by the USER, its TNC Drivers, successors, subcontractors, suppliers, employees, or agents or invitees, (ii) any neglect in safeguarding USER's operations at the Airport, (iii) any negligent acts or omissions or misconduct of USER, (iv) any claims for or amounts recovered by any infringement of patent, trademark or copyright, (iv) any default by USER in the observance or performance of any of the terms, conditions or covenants of this Agreement, or (vi) any other law, ordinance, order or decree, unless resulting solely from the negligence or willful misconduct of the LESSOR. The foregoing indemnity provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the USER under this Agreement. Notwithstanding the foregoing, USER shall have no obligation under this Section for claims arising out of or related to any negligent act or omission of LESSOR or its officers, directors, agents, and employees. The forgoing indemnification obligation is contingent upon LESSOR providing USER with (i) sole control over the defense and settlement of each such claim (provided that USER will not settle or compromise any claim without written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed), and (ii) reasonable cooperation, at USER's expense, in the defense and settlement of a claim. Indemnification of the LESSOR by USER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

- B. **Waiver of Claims.** USER covenants and agrees that the LESSOR shall not at any time to any extent whatsoever be liable, responsible, or in any way accountable for, and USER hereby waives and releases any claim (including any claim for contractual or implied indemnity) against the LESSOR, for any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs and court costs), of any kind or nature, which (a) at any time after the date of the Agreement may be suffered or sustained by USER or any TNC Driver arising out of USER's operations, or (b) are caused in whole or in part by any act or omission (whether negligent, non-negligent or otherwise) of USER or any TNC Driver, except to the extent caused solely by the negligence or willful misconduct of the LESSOR.
- C. **Notice.** Without limiting the foregoing indemnity and waiver, each party hereto shall give to the other prompt and timely written notice of any liabilities, losses, suits, actions, claims, judgments, fines or demands of any character, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- D. **USER's Assumption of Risk.** USER covenants that it voluntarily assumes any and all risk of loss, damage, or injury to the person or property of USER, its TNC Drivers, directors, officers, employees, contractors, drivers, representatives and agents which may occur in, on, or about the Airport or in any of the Designated Areas at any time and in any manner, except such loss, injury, or damage as may be caused solely by the gross negligence or willful misconduct of the LESSOR.

SECTION 9. INSURANCE.

A. At all times during the term of this Agreement the USER shall maintain primary commercial automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party bodily injury and property damage. This coverage applies to affiliated TNC Vehicles operated by TNC Drivers while:

1. The TNC Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);
2. The TNC Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises;
3. The TNC Driver has logged into the application controlled by the USER and is “available to receive requests” for transportation services from passengers using the application and the TNC Driver is located on the airport premises.

“Available to receive requests” means the application is in a state such that an applicable request would be transmitted to the TNC Driver’s smartphone for acceptance by the TNC Driver.

B. Required Insurance. At all times during the operation of a TNC Vehicle on Airport Property, from the date of the Agreement, the USER shall, at a minimum, keep in force such insurance policies as required by the State of North Carolina.

C. Form of Policies.

1. On each policy of insurance, USER shall name the LESSOR and the Airport, and their respective commissioners, agents, and employees, as blanket additional insured parties.
2. All policies of insurance shall provide that the insurance company shall provide at least thirty (30) days’ prior written notice to the LESSOR of cancellation or a reduction in coverage or limits.

D. Proof of Insurance. The TNC Driver shall carry at all times while operating a TNC Vehicle proof of coverage under each in-force TNC insurance policy, which may be displayed as part of the TNC Application, and each in-force automobile insurance policy covering the TNC Vehicle. The TNC Driver shall present such proof of insurance upon request to the LESSOR, or to any person involved in an accident that occurs while transporting a Passenger.

E. Compliance with Future Code of North Carolina Amendments. Notwithstanding anything in this Policy to the contrary, the USER’s insurance shall at all times comply with any future amendments to the State of North Carolina provisions governing TNC insurance requirements.

SECTION 10. ASSIGNMENT OF AGREEMENT.

Neither party may assign the Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party.

Notwithstanding the foregoing, either party may assign the Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization or

sale of all or part of USER's rights to exercise privileges within this Agreement. In the event such a merger takes place, USER shall be notified in writing of any changes of policy or procedures or any changes in personnel or points of contact LESSOR has regular contact or correspondence with.

SECTION 11. CONDEMNATION.

In the event of the acquisition by condemnation or the exercise of the power of eminent domain (which for these purposes shall not be deemed to include the LESSOR) of any interest in all or part of the Airport, the User shall not institute any action or proceeding or assert any claim against the LESSOR for compensation or consideration of any nature whatsoever, and any provision herein contained contrary to the provisions of this section shall have no force or effect. All compensation awarded or paid upon such a total or partial taking of Airport premises shall belong to and be the property of the LESSOR without any participation by the User.

SECTION 12. DEFAULT AND REMEDIES.

8.1. **Event of Default.** The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default":

- (a) Operator shall fail, duly and punctually, to pay Monthly Fees (or to submit any Monthly Report), or to make any other payment required hereunder, when due to the City, and such failure shall continue beyond the date specified in a written notice of such breach or default, which date shall be no earlier than the tenth (10th) business day after the effective date of such notice;
- (b) A transfer occurs without the prior approval of the City as set forth in Section 10;
- (c) Operator fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the City as required herein; or
- (d) Operator fails to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

8.2. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity: (a) City may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit City's right to terminate this Agreement as provided in Article IV.

SECTION 13. REPRESENTATIONS AND WARRANTIES OF USER.

The User represents and warrants to the LESSOR that:

- A. It is duly organized and validly existing under the laws of its jurisdiction, incorporation or establishment;
- B. It has the power and the authority to enter into and perform its obligations under this Agreement and to pay the Fees in accordance herewith;

- C. This Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of User, enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditor's rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;
- D. User's execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance, on any of its property under its charter or bylaws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction or order applicable to it or any of its property;
- E. All consents, authorizations and approvals requisite for its execution, delivery and performance of this Agreement have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance; and
- F. There is no proceeding pending or threatened against User at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Agreement, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity or enforceability of this Agreement.

SECTION 14. FORCE MAJEURE.

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including but not limited to, strikes, boycotts, labor disputes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods riots, rebellion, sabotage or other circumstances for which such party is not responsible or which are not in its power to control.

SECTION 15. USER'S DEALINGS WITH THE LESSOR.

Whenever in this Agreement the User is required or permitted to obtain the approval of, consult with, give notice to or otherwise deal with the LESSOR, the User shall deal with the LESSOR's authorized representative, and, unless or until the LESSOR shall give User written notice to the contrary, the LESSOR's authorized representative shall be its Airport Director or Deputy Airport Director.

SECTION 16. INDEPENDENT CONTRACTOR.

It is understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or of creating a joint venture, or as establishing User as the agent, representative, or employee of the LESSOR

for any purpose or in any manner whatsoever. User is to be, and shall remain, at all times, an independent contractor with respect to all services (including the TNC Services) performed under this Agreement.

SECTION 17. NO WAIVERS.

Every provision herein imposing an obligation upon the User is a material inducement and consideration for the execution of this Agreement. No waiver by the LESSOR of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the LESSOR to exercise any right, power, privilege or option arising from any default shall impair any such right, power, privilege or option, nor be construed as a waiver of any such default or acquiescence therein. No notice by the LESSOR shall be required to restore or revive time as being of the essence hereof after waiver by the LESSOR of default in one or more instances.

SECTION 18. NORTH CAROLINA FREEDOM OF INFORMATION ACT.

- A. User recognizes that books and records regarding its operations under this Agreement may be subject to disclosure under North Carolina Freedom of Information Act (“FOIA”). The LESSOR will disclose such records in accordance with FOIA and the Code of North Carolina provisions regulating TNCs. The LESSOR acknowledges that the information that User submits to the LESSOR, including but not limited to the TNC Driver identification information, the TNC Vehicle license plate information, trip reports, and information about its Mobile Application (collectively, “Confidential Information”) is a trade secret not subject to this disclosure. In the event the LESSOR lacks sufficient information to determine whether such information is a trade secret for purposes of FOIA, and if the LESSOR receives a third party request for the User’s Confidential Information under the FOIA, the LESSOR will promptly notify User of such request so that User may seek court intervention concerning the potential disclosure of such Confidential Information. The LESSOR will comply with the applicable legal disclosure requirements that are required by court order or applicable law.
- B. User agrees to indemnify and hold harmless the LESSOR and its commissioners, officers, officials, directors, employees, and agents, from any claims, liability or damages, including reasonable attorneys’ fees and court costs, against the LESSOR and to defend any actions brought against the LESSOR for the LESSOR’s refusal to disclose User’s Confidential Information to any party.

SECTION 19. RECORDKEEPING AND REPORTING REQUIREMENTS.

- A. User shall comply with the recordkeeping and reporting requirements set forth in North Carolina General Statutes, Chapter 20, Article 10A – Transportation Network Companies and the LESSOR shall have all rights conferred under those sections.
- B. The LESSOR agrees that all such information obtained by the LESSOR pursuant to NC § 20-280.3. Agreement shall be considered privileged and shall only be used by the LESSOR for the purposes of meeting statutory requirements.

- C. In accordance with NC Statutes, the User and its TNC Drivers, shall, at all times during a prearranged ride, make the following information available through its TNC Application immediately upon the request of the LESSOR: (i) the name of the User; (ii) the name of the TNC Driver and the identification number issued to the TNC Driver by the User; (iii) the license plate number of the TNC Vehicle and the state issuing such license plate; and (iv) the location, date, and approximate time that was passenger was or will be picked-up.
- D. In accordance with NC General Statutes, the User, upon completion of a prearranged ride, shall transmit to the Passenger an electronic receipt that includes: (i) a map of the route taken; (ii) the date and the times the trip began and ended; (iii) the total fare, including the base fare and any additional charges incurred for distance traveled or duration of the prearranged ride; (iv) the TNC Driver's first name and photograph; and (v) contact information by which additional support may be obtained.

SECTION 20. HAZARDOUS MATERIALS.

A. **Definitions.** As used in this Section 20, the following terms shall have the meanings hereinafter set forth:

1. "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
2. "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.
3. "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

B. **User's Covenants.** Neither User, nor any TNC Driver, shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

C. **Environmental Indemnity.** User shall indemnify, defend, and hold harmless the LESSOR from and against any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs and court costs) arising during or after the term of this Agreement as a result of or arising from: (i) a breach by User of its obligations contained in Section 20(B), or (ii) any Release of Hazardous Material from, in, on or about the Airport caused by the act or omission of User or any of its TNC Drivers.

SECTION 21. MISCELLANEOUS.

- A. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings.
- B. **No-Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- C. **Survival of Indemnities.** The expiration or earlier termination of this Agreement shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.
- D. **Limitation on Damages.** Notwithstanding anything to the contrary or any applicable governmental immunity, in no event will the LESSOR be liable to User or any TNC Driver for any consequential, incidental, or special damages, or lost revenues or lost profits.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- F. **Superseding Terms.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of the Agreement are superseding.
- G. **Severability.** The parties agree that if any provision in this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.
- H. **Morality Clause.** If, in the sole opinion of the City of Fayetteville, at any time User or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City of Fayetteville or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City of Fayetteville’s finances, public standing, image, or reputation or are embarrassing or offensive to the City of Fayetteville or may reflect unfavorably on the City of Fayetteville or are derogatory or offensive to one or more employee(s) or customer(s) of the City of Fayetteville, the City of Fayetteville may immediately upon written notice to User terminate this Contract, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.
- I. **Venue and Forum Clause.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina



City of Fayetteville

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

City Council Action Memo

File Number: 26-0152

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A8

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: March 9, 2026

RE:

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

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Sole source request to purchase twenty (20) LTE-enabled wastewater flow monitor units, twenty (20) antennas for communications, ten (10) area-velocity flow sensors from ADS Environmental Services LLC in the amount of \$153,405.00.

Background:

The Fayetteville Public Works Commission, during the meeting on February 25, 2026, approved the sole source request to purchase twenty (20) LTE-enabled wastewater flow monitor units, twenty (20) antennas for communications, ten (10) area-velocity flow sensors from ADS Environmental Services LLC in the amount of \$153,405.00, and forward to City Council for approval.

PWC's Water Resources Engineering seeks approval to purchase specific equipment pursuant to a sole source exception to the competitive bidding requirements. North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NCGS §143-129(e)(6).

ADS Environmental Services LLC has provided an email establishing that ADS Environmental Services is the exclusive supplier of the required equipment in North Carolina.

Issues/Analysis:

N/A

Budget Impact:

Twenty (20) LTE-Enabled Wastewater Flow Monitor Units, Twenty (20) Antennas for Communications, Ten (10) Area-Velocity Flow Sensors are budgeted to 002.0610.0802.398000.39800.2606100301.

Options:

N/A

Recommended Action:

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

Attachments:

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

management systems, modeling software, reporting processes, and long-term historical datasets without requiring data conversion or system reconfiguration.

- **Safety and Design Consistency:** Continued use of ADS monitoring equipment maintains consistent installation practices, confined space procedures, and field safety protocols. Crews remain familiar with equipment configuration, mounting hardware, power supply requirements, and communication components, reducing the potential for installation errors and enhancing field safety.

- **Training and Field Familiarity:** Standardization decreases staff learning curves by maintaining current equipment, maintenance procedures, and operating standards. Field and technical staff are experienced with ADS configuration, troubleshooting, calibration, and data retrieval processes. Continued use reduces retraining requirements, minimizes transition disruptions, and supports efficient response to operational issues. Additionally, standardization allows staff to continue replacing remaining ISCO-brand flow monitoring equipment that has reached the end of its useful life.

ADS Environmental Services LLC has provided an email establishing that ADS Environmental Services is the exclusive supplier of the required equipment in North Carolina. The Water Resources Engineering has provided a letter to further justify this sole source request. Therefore, the Water Resources Engineering seeks approval to purchase the spare parts listed in the provided quote without the need for competitive bidding.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0157

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Reports From
Boards and Commissions

Agenda Number: 8.01

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Yamile Nazar, Human Relations Director

DATE: March 9, 2026

RE:
Receive the Fair Housing Board Presentation

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal for desirable place to live, work, and recreate.

Executive Summary:
Presented by Fair Housing Board Member Dr. Melanie Shorter.

Background:

Issues/Analysis:

Budget Impact:

Options:

Recommended Action:
Receive the report.

Attachments:
Fair Housing.pptx

Fair Housing

Fair Housing Act

- Enacted as part of the Civil Rights Act of 1968
 - ✓ Amended in 1974 to include sex as a protected class
 - ✓ Amended in 1988 to add disability and familial status

What is housing discrimination?



Race



Color



Religion



Sex



National
Origin



Familial
Status

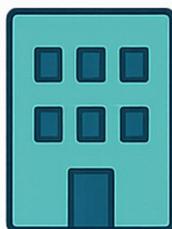


Handicap

Dwellings Covered



Houses for sale or rent



Apartments for sale or rent



Mobile homes for sale or rent



Beach rentals & Time shares



Vacant lots intended to be used as a dwelling



Nursing homes



Long-term shelters



Student housing

Prohibited Practices



Mortgage lending



Blockbusting



Segregation



Redlining



Different screening procedures



Sexual harassment



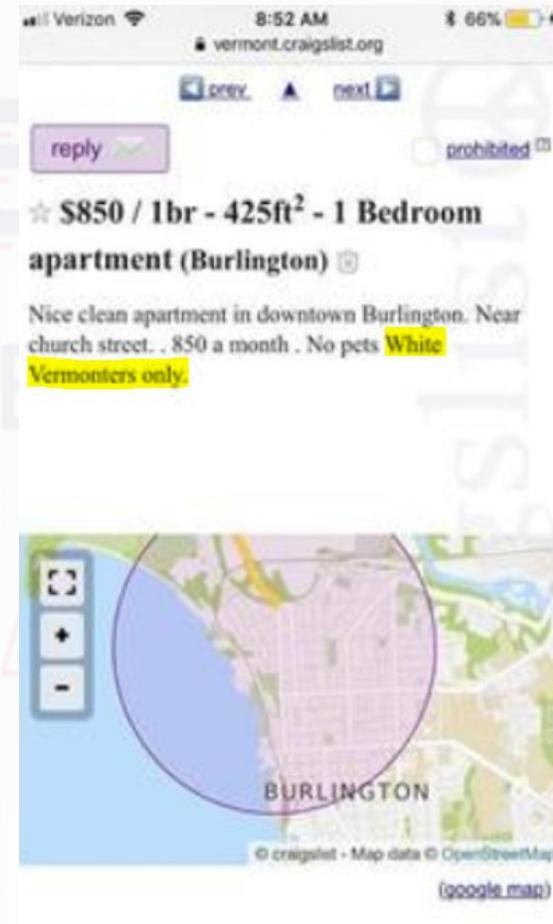
Discrimination Example

Source: Local News

By: Staci DaSilva

Craigslist Ad on March 13, 2019

Nice clean apartment in downtown Burlington. Near church street...850 a month. No pets **White** Vermonters only.



Fair Housing Board

- Quasi-judicial Board
- Consists of 5 members
- Civil penalties starting at \$11,000

Upcoming Events



**CIVIL RIGHTS &
FAIR HOUSING
SUMMIT**

“Freedom Begins With Us”

**APRIL
17
2026**

FAYETTEVILLE
HUMAN RELATIONS
CUMBERLAND CO.

The poster features a wooden house silhouette on the left side, set against a background of a sunset or sunrise over water. The text is centered and right-aligned. At the bottom, there is a logo for Fayetteville Human Relations Cumberland Co. The background of the entire slide is a blurred image of a document with a circular seal that reads 'FAYETTEVILLE NORTH CAROLINA'.

The Department and Commission respectfully request that City Council accept this report as presented.



City of Fayetteville

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

City Council Action Memo

File Number: 26-0149

Agenda Date: 3/9/2026

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MPA, MMC, City Clerk

DATE: March 9, 2026

RE:

Approve Appointment Committee Recommendations for Boards and Commissions Appointments

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and business engagement base.

Executive Summary:

The Appointment Committee met on Tuesday, February 24, 2026, to review applications for appointments to 13 Boards and Commissions. It is from that meeting the Appointment Committee presents the recommendations for 29 appointments to the City of Fayetteville Boards and Commissions

Background:

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

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

1. Approve the Appointment Committee recommendations.
2. Do not approve the recommendations and provide direction to staff

Recommended Action:

Approve Appointment Committee recommendations as presented.

Attachments:

Appointment Committee Recommendations for term of office to begin April 1, 2026

Recommendations for 29 Appointments to 12 City of Fayetteville Boards and Commissions.

The Appointment Committee approved the following appointments:

Airport Commission

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

Audit Committee

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

Community Police Advisory Board

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

Fayetteville Advisory Committee on Transit (FACT)

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

Fair Housing Board

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

Fayetteville NEXT Commission

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

Human Relations Commission

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

Linear Park, Inc.

Latham Hodges	April 1, 2026 – March 31, 2029	
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Public Arts Commission

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

Redevelopment Commission

Brittany McLaurin	April 1, 2026 – March 31, 2031	
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Senior Citizens Advisory Commission

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

Woodpecker Capital Reserve Account

Renee Aboamshe	April 1, 2026 – March 31, 2028	
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