



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, April 10, 2023

7:00 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 CONSENT AGENDA

7.01 [23-3310](#) Approval of Meeting Minutes:
Agenda Briefing - March 22, 2023
Discussion of Agenda Items - March 23, 2023
Regular - March 23, 2023

Attachments: [032223 Agenda Briefing](#)
[032323 Discussion of Agenda Items](#)
[032323 REG](#)

7.02 [23-3288](#) Stormwater Control Ordinance Text Amendments for Drainage
Assistance Program

Attachments: [Sec. 23-3.2. Drainage Assistance Program Proposed](#)
[Sec. 23-3.2. Drainage Assistance Program Text Amendment](#)

7.03 [23-3292](#) Resolution Authorizing a Quitclaim Deed of the City's Title to the
County in Order to Expedite the Sale of Land located at 2618 Graham
Road, 2308 Slater Avenue and 1266 Coley Drive

Attachments: [2618 Graham Road](#)
[2308 Slater Avenue](#)
[1266 Coley Drive](#)
[2618Graham2308Slater1266Coley](#)

- 7.04** [23-3293](#) Professional Service Contract Execution Recommendation - Russell & Person Street Bridge and Stream Improvement Project Design Services

Attachments: [Work Authorization for Russell-Person Project - v1](#)

- 7.05** [23-3304](#) Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract Calendar Year 2023 Quantities

Attachments: [Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract C](#)
[Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract C](#)

8.0 PUBLIC FORUM

9.0 PUBLIC HEARINGS (Public & Legislative Hearings)

For certain issues, the Fayetteville City Council may sit as a quasi-judicial body that has powers resembling those of a court of law or judge. The Council will hold hearings, investigate facts, weigh evidence and draw conclusions which serve as a basis for its decisions. All persons wishing to appear before the Council should be prepared to give sworn testimony on relevant facts.

- 9.01** [23-3312](#) Public Hearing to Consider Proposed Amendments to the City Charter to Change the Mode of Electing the City Council to Four Year Staggered Terms

- 9.02** [23-3278](#) Adoption of the Shared Active Transportation Program (Micro-Mobility: electric scooters/bikes) Text Amendment to Article VIII of the Code of Ordinances

Attachments: [Shared Active Transportation Program, CC, 4-10-2023.pptx](#)
[SATS Draft Ordinance - Fayetteville - Revision 4-3-23.docx](#)

- 9.03** [23-3305](#) Phase 5 Annexation Utility Improvement Project Area 23.2 Public Hearing on the Preliminary Assessment Roll

Attachments: [Phase 5 Annexation Utility Area 23.2 PowerPoint Presentation](#)

- 9.04** [23-3306](#) Phase 5 Annexation Utility Improvement Project Area 24A Public Hearing on the Preliminary Assessment Roll

Attachments: [Phase 5 Annexation Utility Area 24A PowerPoint Presentation](#)

10.0 ADMINISTRATIVE REPORTS

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

- 10.01** [23-3280](#) Audit Committee Annual Report to City Council

Attachments: [Annual Audit Report to City Council FY22_FINAL](#)

- 10.02** [23-3294](#) City Manager's Update - City Council Agenda Item Requests

Attachments: [Council Agenda Request Tracker](#)

11.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing cityclerk@ci.fay.nc.us or by calling 910-433-1312 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

April 10, 2023 - 7:00 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@ci.fay.nc.us, 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.



City of Fayetteville

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

City Council Action Memo

File Number: 23-3310

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.01

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, Assistant City Manager

FROM: Pamela J. Megill, MMC, City Clerk

DATE: April 10, 2023

RE:

Approval of Meeting Minutes:

Agenda Briefing - March 22, 2023

Discussion of Agenda Items - March 23, 2023

Regular - March 23, 2023

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Develop and maintain strong community connections.

Executive Summary:

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

Background:

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

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Draft minutes

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**FAYETTEVILLE CITY COUNCIL
AGENDA BRIEFING MINUTES
ZOOM
MARCH 22, 2023
5:00 P.M.**

Present: Council Members Mario Benavente (District 3); D. J. Haire (District 4) (departed at 5:34 p.m.); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8) (arrived at 5:07 p.m.)

Absent: Mayor Mitch Colvin and Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); Johnny Dawkins (District 5); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Adam Lindsay, Assistant City Manager
Kelly Olivera, Assistant City Manager
Jeff Yates, Assistant City Manager
Jodi Phelps, Chief of Staff
Kemberle Braden, Police Chief
Mike Hill, Fire Chief
Rob Stone, Construction Management Director
Gerald Newton, Development Services Director
Craig Harmon, Senior Planner
Dereke Planter, Code Enforcement Supervisor
Pamela Megill, City Clerk

1.0 CALL TO ORDER

Council Member Haire called the meeting to order at 5:04 p.m. and stated that a quorum was not present.

2. AGENDA BRIEFING - Review of Items for the March 23, 2023, City Council Meeting

City staff presented the following items scheduled for the Fayetteville City Council's March 23, 2023, agenda:

CONSENT

Uninhabitable Structure Demolition Recommendation - 5017 Collins Street - District 4

Consideration of an Offer from DK Enterprises to Lease Parking Spaces

PUBLIC HEARINGS (Public & Legislative Hearings)

TA23-002 thru TA-016: 15 Proposed Text Amendments to the Unified Development Ordinance (Seasonal Text Amendments)

TA23-019: Proposed Text Amendment to Chapter 14 of the City Code of Ordinances (City Council Request)

ADJOURNMENT

There being no further business, the meeting adjourned at 5:53 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
ST. AVOLD CONFERENCE ROOM, CITY HALL
MARCH 23, 2023
6:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); Mario Benavente (District 3); Johnny Dawkins (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8) (arrived at 6:24 p.m.); Deno Hondros (District 9)

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

Others Present: Douglas Hewett, City Manager
Adam Lindsay, Assistant City Manager
Kelly Olivera, Assistant City Manager
Jodi Phelps, Chief of Staff
Gerald Newton, Development Services Director
Sheila Thomas-Ambat, Public Services Director
Loren Bymer, Marketing and Communication Director
Kecia Parker, Real Estate Manager
Paul Allen, Assistant City Attorney
Lachelle Pulliam, Assistant City Attorney
Pamela Megill, City Clerk
Members of the Press

Mayor Pro Tem Dawkins called the meeting to order at 6:00 p.m.

Mayor Colvin asked Council to review the consent and other items of business items for this evening.

Council Member Jensen stated she intends to pull Item 7.09, Consideration of an Offer from DK Enterprises to Lease Parking Spaces. Ms. Kelly Olivera, Assistant City Manager, provided an overview of the item. Discussion ensued.

Mayor Colvin asked for someone from the Police Department to provide an overview of Item 7.03, Adoption of Special Revenue Fund Project Ordinance 2023-11 to Appropriate the 2021 Juvenile Justice Delinquency Prevention Grant as funded by an Award from the Governor's Crime Commission of NC Department of Public Safety, at the regular meeting.

Council Member Hondros asked for an overview of Item 8.02, Public Hearing - TA23-019: Proposed Text Amendment to Chapter 14 of the City Code of Ordinances (City Council Request). Dr. Gerald Newton, Development Services Director, provided an overview of the item. Discussion ensued.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:52 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
032323

MITCH COLVIN
Mayor

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
MARCH 23, 2023
7:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, Assistant City Attorney
Adam Lindsay, Assistant City Manager
Kelly Olivera, Assistant City Manager
Jeff Yates, Assistant City Manager
Jodi Phelps, Chief of Staff
Sheila Thomas-Ambat, Public Services Director
Gerald Newton, Development Services Director
Loren Bymer, Marketing/Communication Director
Kecia Parker, Real Estate Manager
Craig Harmon, Senior Planner
Chester Green, Senior Planner
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

2.0 INVOCATION

The invocation was offered by Pastor Chris Autry, Temple Baptist Church.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mayor Colvin announced Council Member Haire is absent for this meeting as he is attending a Community Watch meeting.

Council Member Benavente announced the start of Ramadan and extended "Ramadan Mubarak" to the Muslim Community in honor of the beginning of Ramadan.

Council Member Jensen announced Greek Independence Day will be held on March 25, 2023.

Council Member Hondros announced the Public Works Commission Day celebration was taking place on March 24, 2023, from 10:00 a.m. to 8:00 p.m. at Skyview, 121 Hay Street. Admission is free and open to the public.

5.0 CITY MANAGER REPORT

There was no report for this meeting.

6.0 APPROVAL OF AGENDA

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

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7.0 CONSENT AGENDA

MOTION: Council Member Ingram moved to approve the consent agenda with the exception of Items 7.03 and 7.09; pulled for presentation and separate vote.

SECOND: Council Member Hondros

VOTE: UNANIMOUS (9-0)

7.01 Approval of Meeting Minutes:

March 6, 2023 - Work Session

March 13, 2023 - Discussion of Agenda Items

March 13, 2023 - Regular

7.02 P23-08. Rezoning from Single-Family Residential 10 (SF-10) to Office & Institutional (OI) for property located at 3017 Ramsey Street (REID # 0439614406000), totaling 0.46 acres ± and being the property of Paul and Theresa Williams, represented by Greg Spears of Grant Murray Real Estate LLC.

7.03 This item was pulled for presentation and separate vote.

7.04 Adoption of Budget Ordinance Amendment 2023-15 (Carryover of Encumbered, Assigned and Donated Funds from Fiscal Year 2022 and Other Items) and Adoption of Related Capital Project Ordinance 2023-16 and 2023-17

Budget Ordinance Amendment (BOA) 2023-15 will appropriate \$6,465,770.00 across several annually budgeted funds for outstanding purchase orders and contracts at the close of the fiscal year 2021-2022 (FY22) and \$25,356.00 for unspent donation proceeds. These appropriations are to be funded through fund balance or net asset appropriations for the various funds.

The BOA will also appropriate \$6,857,690.00 for specific items for which funding was assigned (designated) for the General Fund on financial statements at the close of FY22, \$107,000.00 for replacement vehicles for the County Parks and Recreation District from fund balance restricted for the District at the close of FY22, and \$2,286,039.00 for Fire Department equipment replacements which were pre-paid during FY22 and will be recorded as expenditures in FY23. Funding for these expenditures was included or available in the General Fund FY22 budget. These appropriations are to be funded by an appropriation from the General Fund fund balance.

The BOA will also transfer \$350,111.00 of FY23 expenditure appropriations from the Operations portfolio to the Support Services portfolio, as the Real Estate Division transferred these funds from Public Services to the City Attorney's Office.

In addition, the BOA includes an increased appropriation of \$138,865.00 for the financial plan for the Fleet Maintenance Internal Service Fund, to fund expenditures to complete the Fleet specific software implementation. This appropriation is to be funded through anticipated overhead allocations to user departments, and as such, other funds have offsetting appropriation increases included in designated funding appropriations above.

In addition, Council is asked to adopt a related Capital Project Ordinance 2023-16 to appropriate \$100,000.00 designated for maintenance projects to address safety and function improvements at various fire stations and for a shoreline power circuit for the Urban Search and Rescue (USAR) trailers. Council is also asked to adopt the related Capital Project Ordinance 2023-17 to appropriate \$100,000.00 designated for the improvements of pickle ball courts at Massey Hill Recreation Center and Rowan Park

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7.05 Adoption of Budget Ordinance Amendment 2023-14 for Administrative Correction of Budget Ordinance Amendment 2023-6 for Federal Transit Administration Grant NC-2022-059-00

Council is asked to adopt Budget Ordinance Amendment (BOA) 2023-14 to correct a clerical error. On October 10, 2022, City Council adopted Budget Ordinance Amendment (BOA) 2023-6 to appropriate \$504,900.00 of required local grant match for the Federal Transit Administration Grant NC-2022-059-00. Through a clerical error, the BOA inadvertently stated a General Fund fund balance appropriation to the Operations Portfolio instead of Other Appropriations and omitted the Interfund Transfer to the Transit Fund. This agenda item provides a corrected presentation of BOA 2023-6 through BOA 2023-14 effective with the original amendment adoption date of October 10, 2022

7.06 Fayetteville Forward Bond - Public Infrastructure - Resurfacing of Various

Approval of the proposed list of various streets to be resurfaced utilizing General Obligation Bond Funding.

7.07 Uninhabitable Structure Demolition Recommendation 5017 Collins Street - District 4

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. ORDINANCE NO. NS2023-005

7.08 Reinstatement of Membership to Mid-Carolina Regional Council

RESOLUTION TO BECOME A MEMBER OF MID-CAROLINA REGIONAL COUNCIL. RESOLUTION NO. R2023-014

7.09 This item was pulled for presentation and separate vote.

7.03 Adoption of Special Revenue Fund Project Ordinance 2023-11 to Appropriate the 2021 Juvenile Justice Delinquency Prevention Grant as funded by an Award from the Governor's Crime Commission of NC Department of Public Safety

Police Captain Ryan Manley presented this item and stated Council is asked to adopt Special Revenue Fund Project Ordinance 2023-11 to appropriate \$71,112.00 of federal funds, passed through the Governor's Crime Commission (GCC) of North Carolina Department of Public Safety, for Juvenile Justice Delinquency Prevention. There is no local match required.

The grant provides funding for the Fayetteville Police Department's Youth Empowerment and Safety Program. This program will provide a pro-social approach to juvenile prevention and intervention. It will also implement an initial phase for a Hospital Based Violence Intervention Program by providing community workshops in a partnership with Cape Fear Valley Hospital

MOTION: Council Member Benavente moved to adopt Special Revenue Fund Project Ordinance 2023-11 as presented.

SECOND: Council Member Banks-McLaughlin

VOTE: UNANIMOUS (9-0)

7.09 Consideration of an Offer from DK Enterprises to Lease Parking Spaces

Ms. Kelly Olivera, Assistant City Manager, presented this item and stated Council is asked to consider an offer from DK Enterprises Inc., to lease 20 parking spaces for a 15-year term, with two 15-year options to renew. Fifteen of the parking spaces would be located in the Franklin Street Parking Deck, and five parking spaces would be

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located within a one block radius of the proposed Kress Lofts private development, to be located at 111 Maxwell Street.

Discussion ensued.

MOTION: Council Member Ingram moved to not accept the proposal and direct the City Manager and City Attorney to revisit the negotiations with consideration of market value.

SECOND: Council Member Jensen

VOTE: UNANIMOUS (9-0)

8.0 PUBLIC HEARINGS (Public & Legislative Hearings)

8.01 TA23-002 thru TA-016: 15 Proposed Text Amendments to the Unified Development Ordinance (Seasonal Text Amendments)

Mr. Craig Harmon, Senior Planner presented this item and stated the 15 proposed text amendments represent suggested updates to the Unified Development Ordinance (UDO), as proposed by the City's Professional Planning Staff of the Development Services Department and recommended by the City's Planning Commission. These amendments all fall into one of three categories:

1. Cleanup - To clarify and simplify some areas of the code.
2. Development/Community - Items asked for by developers or the community.
3. Policy - How do we as a City move forward.

On February 21, 2023, the Planning Commission held a legislative public hearing regarding 18 proposed text amendments. The Commission recommended the adoption of 15 of those amendments. Of the three remaining, one was remanded back to City staff for changes. The second was recommended for denial and the last case is being presented separately to the Council on March 23, 2023. The last case is separated from the others since it is located in Chapter 14 of the City's Code of Ordinances, and not the UDO. The case recommended for denial has to go before the Zoning Commission before coming to Council since it involves a zoning overlay. The following are the recommended text amendments:

1. Cleanup Items
 - a) TA23-002: Accessory Dwelling Units in SF-15
 - b) TA23-003: Change Variance Recording Timeline Extension
 - c) TA23-004: Off-Street Parking Table - Remove Maximum Spaces Allowed
 - d) TA23-005: Accessory Uses/Structures on Large Residential Lots - In AR zones
 - e) TA23-006: Reduce Specimen Tree Removal Fee
 - f) TA23-007: Landscaping Applicability - properties two acres or less
 - g) TA23-008: Remove Maximum Parking for Alternative Parking Plans
2. Development/Community Items
 - a) TA23-009: DT-2 Front and Corner Setbacks for Drive-Throughs

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- b) TA23-010: Remove SUP for Financial Institutions with Drive-Throughs in NC
- c) TA23-011: Electrified Fencing Height
- d) TA23-012: Specialty Eating Establishments in OI
- e) TA23-013: Ease gasoline sales access requirements
- f) TA23-014: Eliminate the requirement for increased setbacks
- g) TA23-015: Remove Floor Area Ratio (FAR) in the Hospital Overlay

3. Policy Items

- a) TA23-016: Prohibiting Outdoor Commercial Recreation from OI

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-2, SECTION C.14, SUB-SECTION E.5.a, VARIANCE, OF CHAPTER 30, OF THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-2.C.9.e.2, CLEAR-CUTTING PERMIT STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-5, DEVELOPMENT STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-5, DEVELOPMENT STANDARDS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-010

MOTION: Council Member Hondros moved to adopt Text Amendments TA23-002 thru TA23-008.

SECOND: Council Member Thompson

VOTE: UNANIMOUS (9-0)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3.E.11, Downtown 2 (DT-2) District, OF CHAPTER 30, OF THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF

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ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO S2023-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-5, DEVELOPMENT STANDARDS, OF CHAPTER 30, OF THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, SECTION H.11.C, USE TABLE FOR THE COLISEUM TOURISM OVERLAY DISTRICT OF CHAPTER 30 OF THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO.S2023-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4, USE STANDARDS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO.S2023-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, ZONING DISTRICTS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO.S2023-015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, ZONING DISTRICTS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO.S2023-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-3, ZONING DISTRICTS, OF CHAPTER 30, THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-017

MOTION: Council Member Hondros moved to adopt Text Amendment TA23-009 thru TA23-015.

SECOND: Council Member Benavente

VOTE: UNANIMOUS (9-0)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE 30-4.A.2., USE TABLE, OF CHAPTER 30, OF THE UNIFIED DEVELOPMENT ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2023-0018

MOTION: Council Member Hondros moved to adopt Text Amendment TA23-016.

SECOND: Council Member Benavente

VOTE: UNANIMOUS (9-0)

8.02 TA23-019: Proposed Text Amendment to Chapter 14 of the City Code of Ordinances

Mr. Craig Harmon, Senior Planner, presented this item and stated this amendment was requested by the City Council at their work session on February 6, 2023. While the Planning staff was presenting its list of seasonal text amendments, members of the Council brought up their concerns regarding the boarding of commercial buildings in Fayetteville. At their request, staff has put together a proposed code amendment to handle the boarding of commercial buildings in the same manner as residential structures.

The proposed text amendment represents a suggested update to the City's Code of Ordinances, Chapter 14, as proposed by the City Council and recommended by the City's Planning Commission.

On February 21, 2023, the Planning Commission held a legislative public hearing regarding this text amendment. The Commission voted to recommend approval.

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

Discussion ensued.

MOTION: Council Member Hondros moved to place this item on a work session agenda.
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (9-0)

9.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:38 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
032323

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 23-3288

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.02

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Sheila Thomas-Ambat

DATE: April 10, 2023

RE:

Stormwater Control Ordinance Text Amendments for Drainage Assistance Program

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 3: High Quality Built Environment

Goal 4: Desirable Place to Live, Work, and Recreate

Executive Summary:

Staff seeks concurrence from City Council on the attached, proposed text amendments to Section 23-3.2 of the Stormwater Control Ordinance. Section 23-3.2 consist of the City's Drainage Assistance Program.

The proposed amendments were presented at the Council Stormwater Committee meeting on February 9, 2023 and March 9, 2023. The amendments gained consensus from the committee members and approved to move forward on consent at a Council Regular Meeting. The proposed amendments were also presented to the Stormwater Advisory Board (SWAB) at the April 4, 2023 meeting.

Normally, recommendations from advisory committees go to a work session for discussion. In this case, staff deemed the changes to be not significant enough to warrant a full work session item to discuss. However, if the Council so chooses either because they disagree or as a matter of procedural precedence, we will push this item to a future work session.

Background:

The City's Drainage Assistance Program Ordinance was enacted in 2019 and set forth the criteria and circumstances by which Stormwater Enterprise Funds may be used for drainage assistance projects located outside of city-owned rights-of-way.

At the request of the City Council Stormwater Committee members, staff reviewed the Drainage Assistance Program Ordinance with a focus on the eligibility requirements for inclusion in the program. Review and discussion of the Ordinance took place at the December '22, January '23, February '23, and March '23 monthly Council Stormwater Committee meetings.

Issues/Analysis:

Proposed amendments are as follows:

23-3.2(b) is proposed to be amended to allow for an appeals process when a site has been deemed not eligible for the program.

23.3.2(c)(7) is proposed to be amended to read - *The property owner(s) acknowledge that the project will not include repair or replacement of surface features (such as trees, shrubbery, decorative walls, etc.) that may have to be removed during construction of the project;*

23.3.2(c)(10) is proposed to be amended to read - *The project does not include the repair, replacement, or installation of drainage infrastructure in a private road;*

23-3.2(e) is proposed to be amended to read - *The city's participation in eligible projects under the Drainage Assistance Program is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this section. The city retains its right to reject, defer, or abandon any project considered under this section at any time. No action or inaction of the city pursuant to this section shall impose upon the city, its agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property, unless City personnel or its agents cause damage to property. No action by the city, including, but not limited to, funding of work on drainage system components not owned by the city, shall be considered as a taking or appropriation of, or assumption of responsibility for any stream, drain, ditch or other drainage system feature that is outside city-owned property or right-of-way.*

A 'red lined' version of the proposed amendments can be reviewed in the attached document: 23-3.2. *Drainage Assistance Program_Proposed.*

Budget Impact:

None

Options:

1. Approve the proposed text amendments as written in the file *Sec. 23-3.2. Drainage Assistance Program_Proposed.*
2. Remand the proposed text amendments back to staff for further consideration.

Recommended Action:

Approve the proposed text amendments as written in the file *Sec. 23-3.2. Drainage Assistance Program_Proposed.*

Attachments:

Sec. 23-3.2. Drainage Assistance Program_Proposed

Sec. 23-3.2. Drainage Assistance Program Text Amendment

PART II - CODE OF ORDINANCES

CHAPTER 23 - STORMWATER MANAGEMENT

Article I. - In General

Sec. 23-3. Establishment of A Stormwater Management Utility and Enterprise Fund.

- a. There is hereby established a stormwater management utility within the engineering and infrastructure department which shall be responsible for stormwater management programs throughout the city, and which shall provide for the management, protection, control, regulation, use and enhancement of stormwater systems and facilities.
- b. There is hereby established a stormwater enterprise fund in the city budget and accounting system for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the stormwater management utility, including but not limited to; rentals, rates, charges, fees and licenses as may be established by the city council and other funds that may be transferred or allocated to the stormwater management utility. All revenues and receipts of the stormwater management utility shall be placed in the stormwater enterprise fund and all expenses of the utility shall be paid from the stormwater enterprise fund, except that other revenues receipts, and resources not accounted for in the stormwater utility enterprise fund may be applied to stormwater management programs, facilities, operations, and capital investments as deemed appropriate by the city council.
- c. The city council hereby transfers to the stormwater management utility (stormwater division) operational control over the existing stormwater management programs, systems and facilities performed, provided or owned and heretofore operated by the city and other related assets, including but not limited to properties other than roadways upon which such systems and facilities are located, easements, rights-of-entry and access, and certain equipment used solely for stormwater management.

(Ord. No. S2009-004, § 1, 5-26-2009)

Sec. 23-3.2. Drainage Assistance Program.

- a. This section sets forth the criteria and circumstances by which Stormwater Enterprise Funds may be used for drainage assistance projects located outside of city-owned rights-of-way.
- b. *Process.* Requests for use of Stormwater Enterprise Funds for drainage projects located outside of the city-owned rights-of-way will be forwarded to the Public Services Department for review, investigation, and eligibility.
 1. The determination of eligibility for funding with Stormwater Enterprise Funds shall be made by the City Manager or his designee. For any request that is determined to not meet the eligibility criteria set forth in subsection c. below, the City Manager or his designee will inform the applicant property owner in writing what criteria they deemed were not met.

2. Any property owner whose requests for eligibility for funding is denied may, within 30 days of receipt of notice of the denial, make a written request to the City Engineer for a review of their request by an independent, administrative hearing officer. If no such request for review is made, the decision of the City Manager or his designee shall not be subject to any further administrative review or appeal. When such a review is timely requested, the hearing officer shall review the written request and the grounds upon which the request was denied, and make an independent review of the request, applying the eligibility criteria set forth in subsection c. below. The decision of the hearing officer is final and not subject to any further administrative review or appeal
 3. As outlined below, eligible projects will be prioritized with a preliminary cost estimate and forwarded to the Stormwater Advisory Board for final review and approval.
- c. *Eligibility.* Drainage projects located outside of city-owned rights-of-way may be funded with Stormwater Enterprise Funds provided that all of the following eligibility criteria are met:
1. A formal request for assistance complying with city requirements (including the applicable fee in accordance with the city's fee schedule) is submitted to the city by the current property owner(s);
 2. The property is within the corporate limits of Fayetteville;
 3. The condition of the drainage system impacts single-family residential property;
 4. The repair of the existing drainage structure would serve a public purpose (for example, conveying runoff from a city-maintained street);
 5. The property owner(s) authorize the city to do the work on the drainage project, and provide access necessary via temporary or existing easements without compensation;
 6. The property owner(s) acknowledge that the city will not take ownership of any drainage infrastructure installed on their property and any work will be a "one-time" effort by the city;
 7. The property owner(s) acknowledge that the project will not include repair or replacement of surface features (such as trees, shrubbery, decorative walls, etc.) that may have to be removed during construction of the project;
 8. The property owner(s) acknowledge that should the city determine the project is eligible, then the project design will be the most cost effective solution to the stormwater problem;
 9. The drainage system is not located on property that is undergoing development or re-development;
 10. The project does not include the repair, replacement, or installation of drainage infrastructure in a private road;
 11. The drainage problem is not due to flooding present only during events larger than city stormwater design criteria such as (but not limited to) hurricanes or unusually severe thunderstorms;
 12. The problem will not be addressed by an existing Capital Improvement Plan project which is funded and scheduled for construction; and
 13. The project will require the repair of subsurface drainage infrastructure (such as pipes) and specifically does not include:
 - i. Creek bank stabilization;
 - ii. Landscaping or aesthetic maintenance (e.g., removal of brush, mowing of grass, litter pick-up);
 - iii. Sediment removal from swales or ditches.
- d. *Project Prioritization.* Eligible projects that exceed the capacity of the city's street maintenance functions because they require design prior to construction will be prioritized by the city based on standard project ranking criteria used for stormwater projects. The city will present the ranking criteria annually to the city's Stormwater Advisory Board for final review and approval.
- e. The city's participation in eligible projects under the Drainage Assistance Program is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this section. The city retains its right to reject, defer, or abandon any project considered under this section at any time. No action or inaction of the city pursuant to this section shall impose upon the city, its

agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property, unless City personnel or its agents cause damage to property. No action by the city, including, but not limited to, funding of work on drainage system components not owned by the city, shall be considered as a taking or appropriation of, or assumption of responsibility for any stream, drain, ditch or other drainage system feature that is outside city-owned property or right-of-way.

(Ord. No. [S2019-055](#), § 1, 09/23/2019)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
AMENDING CHAPTER 23 STORMWATER MANAGEMENT, OF THE CODE OF
ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA**

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

Section 1. Chapter 23, Article I Sec. 23-3.2. is amended by deleting the same in its entirety and substituting the following therefor:

Sec. 23-3.2. Drainage Assistance Program.

- a. This section sets forth the criteria and circumstances by which Stormwater Enterprise Funds may be used for drainage assistance projects located outside of city-owned rights-of-way.
- b. *Process.* Requests for use of Stormwater Enterprise Funds for drainage projects located outside of the city-owned rights-of-way will be forwarded to the Public Services Department for review, investigation, and eligibility.
 1. The determination of eligibility for funding with Stormwater Enterprise Funds shall be made by the City Manager or his designee. For any request that is determined to not meet the eligibility criteria set forth in subsection c. below, the City Manager or his designee will inform the applicant property owner in writing what criteria they deemed were not met.
 2. Any property owner whose requests for eligibility for funding is denied may, within 30 days of receipt of notice of the denial, make a written request to the City Engineer for a review of their request by an independent, administrative hearing officer. If no such request for review is made, the decision of the City Manager or his designee shall not be subject to any further administrative review or appeal. When such a review is timely requested, the hearing officer shall review the written request and the grounds upon which the request was denied, and make an independent review of the request, applying the eligibility criteria set forth in subsection c. below. The decision of the hearing officer is final and not subject to any further administrative review or appeal
 3. As outlined below, eligible projects will be prioritized with a preliminary cost

estimate and forwarded to the Stormwater Advisory Board for final review and approval.

c. *Eligibility.* Drainage projects located outside of city-owned rights-of-way may be funded with Stormwater Enterprise Funds provided that all of the following eligibility criteria are met:

1. A formal request for assistance complying with city requirements (including the applicable fee in accordance with the city's fee schedule) is submitted to the city by the current property owner(s);
2. The property is within the corporate limits of Fayetteville;
3. The condition of the drainage system impacts single-family residential property;
4. The repair of the existing drainage structure would serve a public purpose (for example, conveying runoff from a city-maintained street);
5. The property owner(s) authorize the city to do the work on the drainage project, and provide access necessary via temporary or existing easements without compensation;
6. The property owner(s) acknowledge that the city will not take ownership of any drainage infrastructure installed on their property and any work will be a "one-time" effort by the city;
7. The property owner(s) acknowledge that the project will not include repair or replacement of surface features (such as trees, shrubbery, decorative walls, etc.) that may have to be removed during construction of the project;
8. The property owner(s) acknowledge that should the city determine the project is eligible, then the project design will be the most cost effective solution to the stormwater problem;
9. The drainage system is not located on property that is undergoing development or re-development;
10. The project does not include the repair, replacement, or installation of drainage infrastructure in a private road;
11. The drainage problem is not due to flooding present only during events larger than

city stormwater design criteria such as (but not limited to) hurricanes or unusually severe thunderstorms;

12. The problem will not be addressed by an existing Capital Improvement Plan project which is funded and schedule for construction; and

13. The project will require the repair of subsurface drainage infrastructure (such as pipes) and specifically does not include:

- i. Creek bank stabilization;
- ii. Landscaping or aesthetic maintenance (e.g., removal of brush, mowing of grass, litter pick-up);
- iii. Sediment removal from swales or ditches.

d. *Project Prioritization.* Eligible projects that exceed the capacity of the city's street maintenance functions because they require design prior to construction will be prioritized by the city based on standard project ranking criteria used for stormwater projects. The city will present the ranking criteria annually to the city's Stormwater Advisory Board for final review and approval.

e. The city's participation in eligible projects under the Drainage Assistance Program is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this section. The city retains its right to reject, defer, or abandon any project considered under this section at any time. No action or inaction of the city pursuant to this section shall impose upon the city, its agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property, unless City personnel or its agents cause damage to property. No action by the city, including, but not limited to, funding of work on drainage system components not owned by the city, shall be considered as a taking or appropriation of, or assumption of responsibility for any stream, drain, ditch or other drainage system feature that is outside city-owned property or right-of-way.

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

ADOPTED this the _____ day of _____, 2023.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

PAMELA J. MEGILL, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 23-3292

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.03

TO: Mayor and Members of City Council

THRU: Karen M. McDonald, City Attorney

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

DATE: April 10, 2023

RE:

Resolution Authorizing a Quitclaim Deed of the City's Title to the County in Order to Expedite the Sale of Land located at 2618 Graham Road, 2308 Slater Avenue and 1266 Coley Drive

COUNCIL DISTRICT(S):

6, 4 and 2

Relationship To Strategic Plan:

A Desirable Place to Live, Work and Recreate

Executive Summary:

Cumberland County has requested that the City of Fayetteville quitclaim their interest in the parcels located at 2618 Graham Road, 2308 Slater Avenue and 1266 Coley Drive having tax parcel id numbers of 9496-83-0462, 0428-86-5835 and 0438-01-8658 respectively so that they may complete the sale of the jointly owned property that was acquired by tax foreclosure. This allows the property to be added back to the tax base and not continue to remain in joint governmental ownership.

Background:

Cumberland County and the City of Fayetteville received joint title to the property identified as 2618 Graham Road which has a parcel number of 9496-83-0462 on April 5, 2016. The County has received an offer to purchase the property in the amount of \$7,453.53. The City will receive \$2,121.63 in assessments that were due against the property at the time of the tax foreclosure.

Cumberland County and the City of Fayetteville received joint title to the property identified as 2308 Slater Avenue which has a parcel number of 0428-86-5835 on June 6, 2017. The County has received an offer to purchase the property in the amount of \$6,731.74. The City will receive \$280.03 in assessments that were due against the property at the time of the tax foreclosure.

Cumberland County and the City of Fayetteville received joint title to the property identified as 1266 Coley Drive which has a parcel number of 0438-01-8658 on March 14, 2007. The County has received an offer to purchase the property in the amount of \$7,874.46. The City will receive \$3,710.36 in assessments that were due against the property at the time of the tax foreclosure.

The County is requesting that the City declare the above property surplus and quitclaim the City's interest to the County. Title is jointly held due to tax foreclosure by the County in their capacity as tax administrator. If the present bid is declined, the property will remain in joint ownership not earning taxes and requiring upkeep.

Issues/Analysis:

No known issues.

Budget Impact:

There is no significant impact to the budget; however, this will enable the property to be added back to the tax roll and the City will collect unpaid assessments.

Options:

- Accept the County's request to declare the properties surplus and quitclaim the City's title to the County according to the Resolution attached.
- Reject the County's request and retain joint ownership.

Recommended Action:

Staff recommends adopting the attached Resolution declaring the properties surplus and authorizing the City Manager to sign a Quitclaim Deed conveying the City's interest to the County.

Attachments:

Maps
Resolution



2618 Graham Road
9496-83-0462



2308 Slater Avenue
0428-86-5835



1266 Coley Drive
0438-01-8658

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE
TO DECLARE CITY PROPERTY SURPLUS AND QUITCLAIM CITY'S
INTEREST IN JOINTLY HELD PROPERTY TO CUMBERLAND COUNTY**

WHEREAS, the City of Fayetteville and the County of Cumberland jointly own real properties in Cumberland County known as 2618 Graham Road, 2308 Slater Avenue, and 1266 Coley Drive and being more particularly described as follows:

Tract One 2618 Graham Road:

Beginning at an existing iron pipe in the Southern margin of Graham Road – SR 11-5 60' R/W, said iron pipe being the northeast corner of Lot #1, Bluesprings Woods as recorded in Plat Book 42, Page 37, Cumberland County, North Carolina Registry; and runs thence as the Southern margin of Graham Road, North 70 degrees, 19 minutes East 11.30 feet to an existing iron pipe, the Northwest corner of Brookwood Water Corporation (See Deed Book 2258, Page 223); thence with the Western line of Brookwood Water Corporation, South 16 degrees 22 minutes East 86.00 feet to an existing iron pipe, the Northernmost corner of Lot #1, Bluesprings Woods (See Plat Book 52, Page 48); thence as the Northwestern line of said lot, South 29 degrees 35 minutes West 137.63 feet to an existing iron rod a corner of Lot #2, Bluesprings Woods, (See Plat Book 42, page 37); thence as the Eastern line of Lots #1 & #2, North 20 degrees 23 minutes West 175.68 feet to the Beginning. Containing 0.32 acres and being the same land conveyed to Mr. Richard M. Robles, as recorded in Deed Book 7856, Page 729, Cumberland County, North Carolina Registry. Together with improvements located thereon; said property being located at 2618 Graham Road, Fayetteville, North Carolina.

Tract Two 2308 Slater Avenue:

First Tract: Beginning at a stake in the East margin of Magnolia Street extended, Hartful Avery's corner and runs thence as his line South reversed, North 55 East 231.3 feet to his other corner, thence South 34-40 East 32.5 feet to a stake located 35 feet from the center of the A.C.L. Railroad Tract, thence South 55 West 231.3 feet to a stake in the East margin of said street North 34-40 West 32.5 feet to the beginning, containing 7517 square feet.

Second Tract: Beginning at a stake in the Northeastern margin of Magnolia Street extended now (Slater Avenue) at the Southern corner of a lot conveyed to Fannie Page by Bertha Butler and husband, G.L. Butler, dated October 13, 1949, recorded in Book 542, Page 108 Cumberland County Registry, and running thence with the Southeastern line of said lot North 55 degrees East 231.3 feet to a stake in the Southwestern margin of the right of way South 34 degrees 40 minutes East 12 feet to a stake; thence South 55 degrees West 231.3 feet to a stake in the Northeastern margin of Magnolia Street extended; thence with said street North 34 degrees 40 minutes West 12 feet to the place and point of Beginning, and being a part of the property conveyed to Bertha Butler by Deed from Jennie A. Wheeler, dated March 1, 1944, recorded in Deed Book 463, Page 100 Cumberland County Registry.

Tract Three 1266 Coley Drive

Beginning at a point in the southeastern margin of College Street North 59 degrees 30 minutes East 50 feet from its intersection with the northeastern margin of Elliot Street, and running thence with the dividing line between Lots Numbers 13 and 14 South 30 degrees 30 minutes East 150 feet to a stake, a common corner of Lots Numbers 13, 14, 17 and 18;

thence North 59 degrees 30 minutes East 50 feet to a stake, a common corner of Lots Numbers 11, 12, 19 and 20; thence with the dividing line between Lots Numbers 11 and 12 North 30 degrees 30 minutes West 150 feet to a stake in the southeastern margin of College Street; thence with it South 59 degrees 30 minutes West 50 feet to the Beginning point, being Lots Numbers 12 and 13 of Block "G" of the College Heights Subdivision as per plat of record in the Office of the Register of Deeds for Cumberland County in Book of Plats "S" No. 7, Page 96.

WHEREAS, the City of Fayetteville has a financial interest in the form of adding the real properties back to the tax roll and;

WHEREAS, the properties are surplus to the needs of the City of Fayetteville, and;

WHEREAS, the County of Cumberland has received an offer to purchase the parcels and requests that the City of Fayetteville join in the sale of the property by declaring the parcels surplus to the City's needs and quitclaiming the City's title to the County, and;

WHEREAS, the City Council of the City of Fayetteville finds such action to be in the public interest, and;

NOW, THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, this Council of the City of Fayetteville, North Carolina does hereby resolve that the aforesaid real property is surplus to the City's needs and authorizes its Manager to sign a deed quitclaiming title to the County of Cumberland.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 10th day of April, 2023; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

ATTEST:

MITCH COLVIN, MAYOR

PAMELA J. MEGILL, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 23-3293

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.04

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Sheila Thomas-Ambat, Public Services Director

DATE: April 10, 2023

RE:

**Professional Service Contract Execution Recommendation - Russell & Person
Street Bridge and Stream Improvement Project Design Services**

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Goal 3: High Quality Built Environment

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

Council is asked to authorize the execution of an engineering service contract for professional services in the amount of \$692,000.00 for design services for phase one of the Russell & Person St. Bridge and Stream Improvement Project to the consulting firm Arcadis G&M of North Carolina, Inc.

This qualification based selection of Arcadis is utilizing the City's On-Call Professional Engineering Services for Stormwater Systems Design and Construction Administration.

Background:

The Russell & Person St. Bridge and Stream Improvement Project was identified in the Blounts Creek Watershed Study and was presented to Council at the June 2022 Work Session where it was recommended by staff to move forward with as a stormwater capital improvement project.

Budget for design services of the project were included in Council's adopted FY23 budget utilizing Stormwater Enterprise Funds.

Issues/Analysis:

None

Budget Impact:

There is no impact to the General Fund. Budget for phase one design services of the project were included in Council's adopted FY23 budget utilizing Stormwater Enterprise Funds.

Options:

1. Authorize execution of an engineering service contract for professional services in the amount of \$692,000.00 for the Russell & Person St. Bridge and Stream Improvement Project to the consulting firm Arcadis G&M of North Carolina, Inc.
2. Do not authorize the execution of an engineering service contract for professional services in the amount of \$692,000.00 for the Russell & Person St. Bridge and Stream Improvement Project to the consulting firm Arcadis G&M of North Carolina, Inc. and provide further direction to staff.

Recommended Action:

Staff recommends to authorize execution of an engineering service contract for professional services in the amount of \$692,000.00 for the Russell & Person St. Bridge and Stream Improvement Project to the consulting firm Arcadis G&M of North Carolina, Inc.

Attachments:

Work Authorization for Russell-Person Project

**CITY OF FAYETTEVILLE
WORK AUTHORIZATION
FOR
PROFESSIONAL SERVICES
BY
ARCADIS G&M OF NORTH CAROLINA, INC.**

In accordance with the General Services Agreement (Agreement) dated April 29, 2022 and presented as Exhibit B, between the CITY OF FAYETTEVILLE (hereinafter called OWNER) and ARCADIS G&M OF NORTH CAROLINA, INC. (hereinafter called CONSULTANT), OWNER hereby authorizes CONSULTANT to proceed and CONSULTANT agrees to perform in accordance with the terms of the Agreement and this Work Authorization, the following services for the following Project:

I. PROJECT

This Work Authorization is for professional services related to functional design of the Russell-Person St Bridge and Stream Improvement project. It is the first of a multi-phase project to design and construct one bridge replacement at Person Street (City owned bridge), three bridge replacements at Russel Street (two NCDOT and one CSX bridge) and perform stream restoration and enhancement of approximately 4,000 lineal feet of Blounts Creek in downtown Fayetteville. The primary elements of this contract include the following:

- Project Management
- Data Gathering and Analysis
- Field Review Meeting
- Conceptual Design
- Planning & Environmental
- Stream Stabilization & Restoration Design

The project will be funded by the Stormwater Enterprise Fund. See attached Exhibit A for a detailed Scope of Services.

II. AGREEMENT & SCOPE OF SERVICE

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

The Scope of Services to be provided by CONSULTANT, in connection with this Authorization, is provided as Exhibit A and includes planning and conceptual design for four bridge replacements and 4,000 lineal feet of stream restoration and enhancement.

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

III. RESPONSIBILITIES

The responsibilities of the OWNER and CONSULTANT, in addition to those provided in the Agreement which are specific to this Project, are provided in Exhibit A.

IV. COMPENSATION

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

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

1. CONSULTANT will perform under this Agreement on a best effort, not-to-exceed ceiling price basis and will notify OWNER when the ceiling price will be exceeded.
2. The not to exceed compensation (including travel) for this Work Authorization is \$692,000. This is not a guaranteed maximum amount but CONSULTANT shall not continue performing work in excess of this amount without further specific authorization. OWNER will be billed only for actual time worked and identified expenses.

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

V. SCHEDULE

All tasks under this Work Authorization shall begin in April 2023 and be completed by December 2023.

VI. MISCELLANEOUS

1. The terms in this Work Authorization shall have the same meaning as provided in the Agreement.
2. As mandated by N.C. Gen. Stat. § 147-86.59(a), CONSULTANT certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. CONSULTANT further certifies that, in accordance with N.C. Gen. Stat. § 147-86-59(b), it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this Work Authorization is authorized by CONSULTANT to make the foregoing statement.
3. E-Verify – CONSULTANT acknowledges that “E-Verify” is the federal E-Verify program operated by the U.S. Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C. Gen. Stat. § 64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Work Authorization.
4. Force Majeure – Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
5. Morality Clause – If, in the sole opinion of the City of Fayetteville, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively

referenced as an “Actor”) engages in any one or more 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 CONSULTANT terminate this Agreement, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.

6. Venue and Forum Selection – The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (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
7. Termination for Cause – In the event of substantial failure by CONSULTANT to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate CONSULTANT upon ten calendar (10) days written notice in which event CONSULTANT shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.
8. Termination for Convenience – Upon thirty (30) calendar days’ written notice to CONSULTANT, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, CONSULTANT shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, CONSULTANT shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, CONSULTANT may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective

date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville.

9. Protest – Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.
10. To the extent permitted by law, CONSULTANT agrees to defend, indemnify, and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of CONSULTANT, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by CONSULTANT does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.
11. **CITY'S TERMS SUPERSEDE:** To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.
12. Survival of Terms – All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

CONSULTANT ACCEPTANCE:

ARCADIS G&M OF NORTH CAROLINA, INC.

BY: 

TITLE: Vice President

DATE: March 14, 2023

AUTHORIZATION BY:

CITY OF FAYETTEVILLE

BY: _____

TITLE: _____

DATE: _____

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

Jody Picarella
Chief Financial Officer

EXHIBIT A



Russell Street/Person Street Improvements

1. *Replacement of Bridges 220 & 221 on Russell Street over Blounts Creek*
2. *Replacement of CSX Bridge over Blounts Creek*
3. *Replacement of Bridge 160 on Person Street over Blounts Creek*
4. *Stream Stabilization, Enhancement, and Restoration of Blounts Creek*

Scope of Services

Arcadis Project Number: 30157333

Version 3.0

03/08/2023

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1.0 GENERAL

Arcadis G&M (Arcadis) has been selected by the City of Fayetteville (City) to provide the planning and design services for improvements along the Russell Street bridges and Person Street bridge along with stream restoration and improvements Blounts Creek.

The following document is a general overview of the scope of services for the whole project. The document is broken up into three (3) major milestones. At these milestones, Arcadis will discuss with the City and key stakeholders the key aspects of the project at these decision making points in order to proceed forward with the project. These major milestones are assumed to be combined into 3 task orders. The scope of work for each of these task orders will be submitted for the City's review/acceptance and will include a more refined scope and revised fee estimate based off the level of effort required to complete the given work.

1.1 Project Background and Description

Improvements included in this scope of work were identified by the Blounts Creek Watershed Masterplan. These improvements include:

- a) Replacement of Bridges 220 & 221 on Russell Street over Blounts Creek
- b) Replacement of CSX Bridge over Blounts Creek
- c) Replacement of Bridge 160 on Person Street over Blounts Creek
- d) Stream Stabilization, Enhancement, and Restoration of Blounts Creek

1.1.1 Project Area Description

The proposed improvements to the Blounts Creek Watershed are between Person Street to S. Cool Spring Street.



Figure 1: Project Area

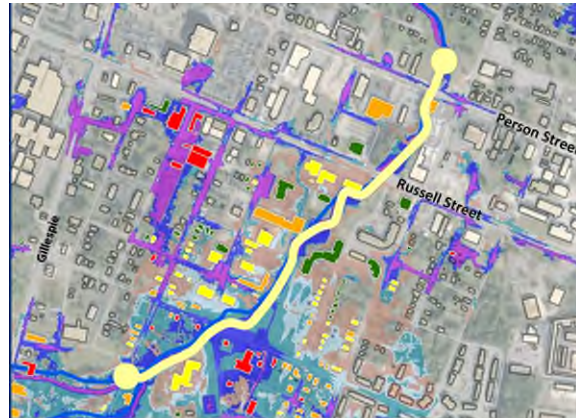


Figure 2: Stream Improvement Limits

This project involves four primary components:

- The replacement of the Russell Street bridges (EB and WB; NCDOT Bridge # 220 & 221) with a longer bridge and roadway approaches.
- The replacement of the CSX railroad bridge that runs between the Russell Street bridges with a longer structure.
- The replacement of the Person Street bridge (NCDOT Bridge # 160) over Blounts Creek with a longer bridge and roadway approaches. This will include providing a tie-in to the proposed roundabout project under design and construction at the intersection of Old Wilmington Street and Person Street
- Stream enhancements for floodplain management and stream restoration along Blounts creek for approximately 4000 feet starting approximately 300' downstream of the Person Street crossing and ending at the downstream side of South Cool Spring Street. A map of the project area is provided as Exhibit 1.

1.2 Assumptions

Arcadis shall perform the Scope of Services in accordance with the latest edition of applicable published City Standards.

Other standards that shall be considered during the project include:

- Applicable published PWC Standards
- NCDOT Roadway Design Manual, April 2022
- NCDOT 2018 Standard Drawings
- AASHTO Roadside Design Guide, 2011
- NCDOT 2018 Standard Specifications for Roads and Structures
- NCDOT Guidelines to be used by Consultants for producing Roadway Plans, October 2015
- NCDOT Standard Specifications for Roads and Structures
- NCDENR Erosion and Sediment Control Planning Design Manual
- Manual on Uniform Traffic Control Devices (MUTCD)
- CSX Standard Specifications for the Design and Construction of Private Sidetracks
- CSX Public Project Manual
- American Railway Engineering & Maintenance of Way Association Manual for Railway Engineering 2022 (AREMA)
- NCDOT Guidelines for Drainage Studies and Hydraulic Design, August 2022 (NCDOT Hydraulics Manual)
- NCDOT Structures Management Unit Design Manual, November 2022 (NCDOT SMU Manual)
- American Association of State Highway and Transportation Officials LRFD Bridge Design Specifications, 8th Edition (AASHTO LRFD)

Arcadis will provide a list of design assumptions with each milestone design deliverable. Any required updates to the list of design assumptions will be provided with each milestone tasks per scope of work.

1.3 Project Administration

Arcadis shall manage the project in a manner that is responsive to the needs and schedule of the City and assure the quality of the product. The following project management efforts shall be conducted in coordination with the City.

1.3.1 Project Schedule

Arcadis shall prepare and submit a project schedule for review and approval by the City's Project Manager. The schedule shall be broken down by work tasks and milestone events. This schedule shall be used as a project control system for Arcadis and as a basis for status reporting.

1.3.2 Monthly Meetings

Arcadis shall conduct monthly meetings with the City and subconsultants to:

- Update progress and bring critical issues to the City's attention for timely action and decision
- Establish meeting dates, times and attendees with the City and notify attendees
- Prepare and distribute agenda in advance of the meeting and conduct the meeting
- Prepare/distribute meeting minutes following the meeting

1.3.3 Progress Reports

Arcadis shall prepare and submit a progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update project costs and justify any changes to the schedule or proposed budgets. Progress reports shall be provided at the end of each month and shall accompany each invoice.

1.3.4 Quality Assurance/Quality Control (QA/QC)

Arcadis shall coordinate and conduct QA/QC including reviews at key stages of the project, independent project quality control reviews to assess conformance to project scope, data collection, methodologies, model output, budget, schedule, and prepare QA/QC documentation.

1.3.5 Invoice Template

Arcadis shall utilize the City provided invoicing templates for all services rendered in association with the project.

2.0 MILESTONE A: ESTABLISH PURPOSE & NEED

Arcadis shall engage with City staff and other key stakeholders to gather existing information pertinent to the project. Data previously acquired through the Watershed Masterplan Project for Blounts Creek watershed will be utilized as necessary. This information may include, but is not limited to, the following:

- Spatial/Geographic Information System (GIS) data such as soil types, land use, rights-of-way, easements, property lines, anticipated development, utilities, open channel systems, closed conveyance systems, flood protection measures/structures, SCMs and stormwater management facilities, etc.
- Boundary survey, topography and benchmarks
- Land use, including public lands (parcels)
- Stream flow records and water quality data
- FEMA floodplain data
- LiDAR data
- Summaries of previous depth or flow monitoring within local stormwater systems

- Previous reports and planning documents, including Detailed Watershed Plans, Structure, Rail, and Roadway plans
- Regulatory documents
- Existing ordinances and policies
- Environmental/ecological documents
- Maps and drawings of drainage system components including shop drawings, etc.
- Staff interviews
- Historic problem information (flooding and water quality), high water marks, citizen complaint records, and other relevant data

2.1 Existing Conditions

Arcadis shall review the site conditions and provide the City with documentation of existing conditions for the City's records.

2.1.1 Summary of Past Reports/Investigations

Arcadis shall identify and provide summaries of past reports, field investigations, citizen complaints, existing stormwater control measures (SCMs) and other readily available information on the notable features and drainage history of the project area. Most of this information shall be obtained from the Blounts Creek Watershed Study being undertaken by Arcadis.

2.1.2 Existing Photos of Problem Area/Drainage Issues

Arcadis shall develop a photolog to be included as an Appendix that documents flooding and other drainage issues, past damage, high water marks, and other relevant information within the project area.

2.1.3 Existing Level of Service (LOS)

Arcadis shall provide estimated level of service of existing drainage system based on existing modeling information or field/desktop estimates.

2.2 Project Justification

Based off the initial review of the project, a Benefit/Cost Analysis (BCA) shall be developed to determine value provided to the project and proposed Level of Service (LOS).

2.2.1 Benefit/Cost Analysis (BCA)

A simplified BCA shall be performed to determine the relative merit of the project and prepare for potential funding opportunities if warranted. The BCA shall compare the Net Present Value (NPV) Benefits of the project to NPV Costs of the project. A project is considered to be cost-effective when the ratio is greater than or equal to 1.0, indicating that the net benefits exceed total project costs. An exposure analysis to determine the expected building and content losses from extreme events shall be completed in accordance with FEMA's Benefit Cost Analysis Reference Guide document:

[\[https://www.fema.gov/media-library/assets/documents/18870\]](https://www.fema.gov/media-library/assets/documents/18870)

Project lifecycle costs incorporated into the BCA should include capital costs for the project and operations and maintenance (O&M) costs over the project's useful life. **Note that an initial BCA has**

been performed for this project as part of the Blounts Creek Watershed Study, however, the BCA shall be updated as costs are better defined through the design phase.

2.2.2 Value Provided

Arcadis shall provide compelling information on the value provided by the proposed improvements. This may include new infrastructure's ability to better manage stormwater runoff; reduction in yard and street flooding; minimization of future damage to structures; reduction in flood insurance; inclusion of a community amenity; co-benefits such as a reduction in displacement and health issues; etc.

2.2.3 Proposed Level of Service (LOS)

Drainage infrastructure in the project area shall be designed for compliance at minimum with the below table:

Classification	LOS Design Standard (yr)	Freeboard Requirement
Secondary System (closed-pipe drainage)		
Conduits & On-Grad Inlets	10	Throat of inlet or edge of pavement
Inlets at Sag Locations <ul style="list-style-type: none"> City/Private DOT 	25 50	Edge of Roadway
Major Trunk Lines ¹	25	Throat of inlet or edge of pavement
Road Crossings²		
Bridges <ul style="list-style-type: none"> City/Private NCDOT CSX 	50 50 50	Low Chord of Bridge Existing or Improve
Essential Facilities³ <ul style="list-style-type: none"> Tier 1 Tier 2 	100 50	
Emergency Spillway	Varies	Meet Dam Safety requirements and discuss with City .
Habitable Structures	10	0.75 feet above LAG

1-In secondary system locations where pipe sizes and flows increase significantly to collect drainage from smaller localized networks, the higher LOS requirements that are typically applicable to city/private culver crossings should be followed to ensure adequate performance in these critical locations

2-Private roadways should follow the same LOS standards as public roadways.

3-Tier 1 essential facilities include hospitals, police and fire stations, emergency shelters, FEMA disaster Points of Distributions and other government entities, as well as water and wastewater treatment plants. Tier 2 facilities include those with high vulnerability and limited ability to evacuate during emergency situations, such as schools, daycares, assisted living facilities, and jail.

As alternative analysis for projects, use of vacant land for SCMs (now and in the future) and property buyouts should be evaluated.

2.3 Project Benefit Statement

Arcadis shall provide compelling information on the impact of the proposed improvements to the community. This may include new infrastructure's ability to better manage stormwater runoff; reduction in yard and street flooding; minimization of future damage to structures; reduction in flood insurance; inclusion of a community amenity; co-benefits such as a reduction in displacement and health issues; etc.

2.4 Deliverables

Arcadis will provide an existing conditions report detailing:

- Documentation of existing conditions which includes information gathered from the key stakeholders, a summary of past reports and investigations of the project area and existing photos showing areas of concern (included as an appendix to the report)
- Project justification which includes an estimated LOS of the existing & proposed drainage systems, benefit/cost analysis and value provided by the proposed solutions

3.0 MILESTONE A: FIELD REVIEW MEETING

All key representatives from Arcadis, City, NCDOT, City of Fayetteville's Project Management Consultant (PMC), City of Fayetteville Public Works Commission (PWC) and CSX will visit the proposed project site to evaluate the existing conditions and determine potential alternatives to consider for further review.

3.1 Purpose of Meeting

During this meeting, all key members will review the existing site and determine potential areas of concern that will need to be addressed within our designs. Arcadis will discuss potential alternatives to be considered for conceptual design. Prior to the conclusion of the meeting, Arcadis and all key stakeholders will come to a consensus on determining which alternatives to develop in the next phase of design (no more than three alternatives for each site).

Arcadis will send up to eight personnel to the meeting. Subject matter experts in Roadway, Structures, Hydraulics, Rail, Environmental, and Planning will be in attendance to discuss the project with key stakeholders.

3.2 Deliverables

Arcadis will develop and submit Field Review Agenda/Minutes/Summary to the meeting attendees and submit a finalized version to the City.

4.0 MILESTONE A: CONCEPTUAL DESIGN

Arcadis will provide an initial evaluation of up to three design alternatives for review. Arcadis will provide a preliminary environmental review of each of the project sites and identify/evaluate any potential impacts for each alternative under consideration. Arcadis will also investigate no more than three conceptual design options per each site and prepare a high-level preliminary cost estimate to assist with the selection of each site. Arcadis will compile all the documentation developed in this phase into three individual technical reports: one (1) for the Person Street Bridge, one (1) for the site of the Russell Street bridges (the dual structures carrying Russell Street and the CSX bridge) and one (1) for the Stream restoration.

4.1 Data Collection

Arcadis will collect readily available data, including GIS data layers, local plans, and project history. Data collected may include the information noted in the list below.

- Traffic Estimates
- GIS data

- DTM
- Comprehensive Transportation Plan (CTP)
- Adjacent Project CADD Files and Parcel Information, County or Municipal Bicycle/Pedestrian Plans
- Crash Data
- Digital Orthoimagery
- Other Local Plans of note (such as future land use plan, area plans, economic development plans)
- Structure Reports

Arcadis will make all necessary request for this data to NCDOT and other agencies if not available through public means.

4.2 Environmental Features Mapping

Arcadis will prepare environmental features mapping (EFM) using existing GIS data. The EFM should include, at a minimum, roads and parcels on aerial photography. As appropriate, other features shown should include county/municipal boundaries, railroads, community resources, major hydrography and wetlands, federal and state lands, historic properties, and other managed areas or notable features.

Additional datasets may be available from the local or County website. A preliminary check of the local GIS open data site will be evaluated before starting EFM.

4.3 Conceptual Designs and Quantities

Based on decisions from the kickoff meeting and input from preliminary coordination with key stakeholders, Arcadis will develop conceptual design option(s) for each project. These designs are intended to identify and avoid fatal flaws and generate high-level cost estimates. The designs are also intended to provide a starting place for later planning and design phases.

4.3.1 Horizontal Concepts

Arcadis shall prepare horizontal concepts for options agreed upon in the field review meeting.

Horizontal concepts should be developed with adequate detail to allow for an accurate cost estimate and Right of Way impact assessment. Specific consideration should be given to the following:

- Minimize lateral encroachment into FEMA floodplain
- Avoid impacts to FEMA floodway (strategies include bridges and walls)
- Determine if existing stormwater BMPs may require future replacement (label existing stormwater BMPs that are impacted on conceptual designs)
- Avoid impacts to largescale utilities, such as transmission lines, towers, substations, or other notable utility features

The concepts should include:

- Typical sections for the L line and major Y lines
- Centerlines for the L line, ramps, and Y lines
- Conceptual design of intersections or interchanges
- Turn lanes, access control, or other issues that would affect Right of Way limits or cost estimation

4.3.2 Vertical, Slope Stakes, Right of Way, Maintenance of Traffic

For the selected options, Arcadis will prepare vertical concepts and slope stakes for major alignments necessary for identification of fatal flaws, impacts, or cost estimation. The design shall set proposed Right of Way and control of access for the proposed designs including any areas necessary for constructability or maintenance of traffic.

All work should be included inside of proposed Right of Way (temporary and permanent easements should be considered Right of Way at this time).

Conceptual designs should consider constructability of the project and note on-site or off-site detours as necessary for construction. Arcadis will prepare a brief maintenance of traffic narrative summarizing the high-level constructability and maintenance of traffic needs for the project.

4.3.3 Conceptual Design Maps

Each conceptual design option will be overlaid on the environmental features mapping to create the conceptual design maps. All necessary information necessary to portray the conceptual design and its impacts, including but not limited to existing parcels and Right of Way, proposed Right of Way and control of access, and major L line stationing. In addition, Arcadis will label key features that aid in identifying the project location and constraints to the design or unique features. The maps will include the following:

- Main roads
- Landmarks
- Major businesses
- Community resources

The concept designs will include typical sections with design speeds listed for key alignments on the maps. The scale of the conceptual design map should be set based on size of the project and features to be shown and can vary by project.

Once reviewed by the City and other stakeholders, it will be determined whether additional concepts are required because of comments received. If the additional design evaluations exceed the three options for the site, a supplemental agreement will be required prior to the start of the new design evaluation.

4.3.4 Quantities

Upon verification of the conceptual design map(s) by the City, Arcadis will calculate quantities for the selected design option for each site. Quantities should include, but are not limited to, the following:

- Clearing and grubbing
- Earthwork
- Drainage (by length and typical section; note assume all existing drainage is to be replaced)
- Pavement removal
- Fine grading
- New pavement or Resurfacing (by area, -L-, -Y-, Ramp/Loop)
- Curb & Gutter, Sidewalk, Monolithic Island
- Guardrail, guiderail, and barrier
- Erosion Control

- Traffic control (by length, typical section)
- Pavement markings (by length, typical section)
- Traffic Signals
- Structures (bridges, culverts, retaining walls)

Arcadis will include additional quantities to accommodate constructability or maintenance of traffic, such as temporary pavement, additional earthwork quantities, or temporary bridging (if necessary). Additional items that may have a major influence on the overall cost of the project shall be included in quantities for the design option.

4.4 Cost Estimates & Mapping Limits

Arcadis will develop estimated quantities to the City as noted in the sections below to obtain cost estimates for various components of the project, including construction, utilities, ITS, and Right of Way.

4.4.1 Construction, Utilities & ITS

Arcadis will provide construction, utilities, and ITS cost estimates, as appropriate. The City will determine with Arcadis which estimates are needed.

4.4.2 Right of Way

The Right of Way cost estimate will be prepared by Arcadis and provide CADD files (in .dgn format) that represents project Right of Way limits. Right of Way limits should reflect all proposed permanent or temporary easements including any temporary impacts needed for constructability or maintenance of traffic.

4.4.3 Initial Mapping Limits

Arcadis shall develop initial mapping limits based on the conceptual designs for each site. These limits are to be used as an aide in the next phase of design for the City.

4.5 Conceptual Design Submittal Package

Arcadis will compile key information into the following documents as part of the conceptual design submittal package.

4.5.1 Express Design Screening Checklist (Project Initiation Form)

Arcadis shall provide a completed Screening Checklist. The Screening Checklist is intended to be a screening based on available data to identify issues that have the potential to substantially impact project cost or schedule. It will be updated throughout the design of the project.

4.5.2 Preliminary Structure Design Report - Type Size & Location (TS&L) Report

Arcadis shall provide a Type, Size and Location (TS&L) Report to discuss the structural aspects of the conceptual designs presented. The TS&L report summarizes the conceptual design of the bridge types, foundation types, lengths, and locations of each of the 4 proposed bridges within the project limits. This report also details the design parameters, superstructure and substructure assumptions, and major relevant details regarding the sites.

4.6 Conceptual Design Review Meeting

Arcadis will set up a design review meeting with the City and all involved stakeholders within NCDOT and CSX to outline the design options for each bridge site as shown in the report. After the meeting, the City in collaboration with all stakeholders and Arcadis will determine the best alternatives for Person Street and Russell Street bridge sites to proceed forward to final design.

4.7 Deliverables

The final deliverables will result in a conceptual design technical report for Person Street and Russell Street (dual bridges and CSX bridge) sites that include:

- An executive summary of the environmental impacts, preliminary roadway, preliminary bridge, preliminary drainage, and preliminary hydraulic designs detailing within the technical report
- Environmental screening checklists
- Environmental features mapping
- A preliminary environmental review
- Conceptual Maintenance of Traffic Narratives
- Up to three conceptual designs on plan sheets
- Proposed typical roadway and bridge sections for each alternative
- A conceptual review of the bridges for each alternative under consideration (TS&L report)
- A preliminary schedule for each alternative
- High-level cost estimates which include cost of construction, Right of Way, utilities, and ITS (if applicable)
- A conceptual report of the conceptual design of the stream restoration portion of the project as described in Sections 9.1.1 through 9.1.3.

The conceptual design technical reports will be submitted to the City for review. These documents will be signed and sealed.

5.0 MILESTONES A & B: PLANNING & ENVIRONMENTAL (FINAL DESIGN)

The proposed bridge replacement projects are not anticipated to induce significant or foreseeable alterations in land use, planned growth, travel patterns, the natural environment, the human environment, or the cultural resources. Background research, field investigation, and coordination with the appropriate local, state, and federal agencies will provide the basis for assessing the effects of the projects on the aforementioned issues.

It is anticipated that Environmental document for the project will qualify as a "Categorical Exclusion"(CE) Technical information, methodologies, and results of analysis will be assembled and summarized in the environmental document. A single CE document with Federal Highway Administration (FHWA) as lead federal agency is assumed.

5.1 Preliminary Planning Activities

Following the field review and conceptual design report, Arcadis will provide planning and environmental investigations of each bridge site to determine project and key stakeholder needs as well as public input from the general public and local stakeholders.

5.1.1 Data Collection (CE Document)

The following information will be obtained/verified for inclusion in the CE document:

- Federal and State functional classification of the roadway
- The existing land use in the vicinity of the project and the topographic features
- The existing bridges and approach roadway will be inventoried, including such items as length, width, clearance, date, and type of construction, load restrictions, sufficiency rating, roadway geometrics, posted speed limit and the existing utilities in the project study area.
- A history of major repairs, closings, and any public concern or controversy will be discussed

5.2 Early Railroad Coordination (Russell Street Bridge)

Due to the proximity of these bridges to existing CSX Railroad, early coordination with all key stakeholders including CSX and NCDOT will be necessary. Arcadis will follow the railroad's public projects processes and procedures.

Arcadis will follow the procedures listed below to successfully complete the project with full approval from CSX Railroad:

- Notify Public Projects Group/Engineer
- Provide project info
- Attend meetings (as needed)
- Review site with railroad or designated GEC
- Assist in the development and execution of the Right of Entry agreement, which is required for access to the railroad right of way for investigative activities including surveying, environmental or geotechnical sampling

5.3 Community Impact Assessment

Arcadis will prepare a bridge Community Impact Assessment (CIA) Short Form using the most recent guidance from the NCDOT Community Studies Team. Arcadis will submit to City for review.

5.4 Public Involvement

Two public meetings for each bridge site and two stakeholders meetings for business owners located in downtown Fayetteville will be held. Arcadis will send up to four (4) people to each meeting. Tasks associated with the Public Meetings include:

- Pre-Workshop Meetings: Arcadis will send two staff members to a meeting to discuss the public meetings. Arcadis will prepare a pre-workshop meeting summary.
- Handouts and Display Boards: Arcadis will prepare a 6-page color handout that will include general project information, project schedule, project map, description of alternatives, Title VI form, and a comment form for each public meeting. No PowerPoint presentation will be prepared for the meetings. Arcadis will prepare up to four (4) display boards for each public meeting.
- Public Meeting Summary: Arcadis will summarize each public meeting, including comments received at the meeting and during the public comment period immediately following the meeting. All key

stakeholders for NCDOT as well the City and Fayetteville MPO will be sent the summary for their review and approval.

5.4.1 Local Officials Meeting

The local officials meeting for each bridge replacement project will be held immediately prior to the Public Meeting. Arcadis will prepare and distribute the invitations to the local officials meeting. The handouts and display boards for the public meeting will also be used for the Local Officials Meeting.

5.4.2 Public Meetings

Arcadis will coordinate with the City to locate and arrange the meeting facility and prepare a notice for publication in applicable newspapers. Arcadis will prepare all meeting materials, including sign-in sheets, meeting handouts and display boards. No PowerPoint presentation will be prepared. The Arcadis Team will send up to four people to the meeting.

5.4.2.1 Meeting Location Coordination

Arcadis will identify a recommended meeting facility/location, develop a station/meeting layout plan, and provide to the City for confirmation of available dates and coordination of schedules for necessary staff and reservation of the facilities.

5.4.2.2 Meeting Announcement

Arcadis will develop a newsletter announcement for the City to review (assume 1 concurrent Division and PI review cycle) and coordinate the newsletter mailing.

5.4.2.3 Notice for Publication

Arcadis will coordinate with the City to prepare a Notice for Publication in applicable newspapers in the area of the project, have the meeting advertised on radio if airtime available and have notice and information of the meeting posted on the City of Fayetteville website.

5.4.3 Stakeholder Meetings

Arcadis will meet with small groups, as necessary, to discuss the project. Up to two (2) stakeholder meetings are assumed for each bridge replacement project in this milestone. Arcadis will prepare information and materials for these meetings. Arcadis will coordinate with the City to make the arrangements for the meetings. Arcadis will prepare meeting summaries.

5.5 Environmental Documentation

It is anticipated that each bridge project will meet the criteria for a federal "Categorical Exclusion" or State Minimum Criteria Determination Checklist. However, for consistency, the federal Type III CE Checklist from the FHWA-NCDOT 2019 Documentation Requirements will be used, regardless of funding source, as a guide to the level of environmental documentation required.

5.6 Deliverables

Arcadis will provide the following deliverables related to the planning and environmental tasks:

- A memorandum of the data collected of the existing features and structures
- A PDF of the vicinity features, study area and quad maps
- A memorandum of the start of study letter notifying all the key local, state and federal agencies of the project
- A design package of the traffic and crash analyses
- A memorandum of the architectural and archeological surveys within the project limits
- A memorandum of the A PDF of the Natural Resources Technical Report
- A PDF of the CIA for each bridge site
- A PDF of the mailing list of all stakeholders within the project limits
- A PDF of the newsletter for distribution
- All documentation required for the public meetings including sign-in sheets, meeting handouts, display boards, etc
- A memorandum of meeting minutes for each of the meetings with local officials, public meetings as well as the stakeholder meetings at each bridge site
- A PDF of the Categorical Exclusion for each bridge

6.0 MILESTONE B: FIELD SURVEY SERVICES (ENHANCING SURVEY)

6.1 Field Verification

Arcadis shall field verify the existing drainage system, structures, and stream limits shown in Exhibit 1 and determine all survey requirements. Proper judgement shall be used in determining appropriate limits for the project and Arcadis shall clearly define where the existing drainage problem(s) is located and the limits of survey necessary to address critical areas and potential downstream impacts. The City shall furnish to Arcadis any available recent topographic and storm water infrastructure inventory data relative to the project. Arcadis shall review the field survey previously obtained as part of the City Watershed Masterplan to utilize as much of this data as possible.

6.2 Survey Requirements

Upon completion of the field verification task, Arcadis shall perform a detailed survey of the project area. All horizontal surveys shall be tied to the North Carolina State Plane Coordinate System (North American Datum 1983) and all vertical surveys shall be based on the National American Vertical Datum of 1988. The survey shall comply with the standards for a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or latest revision.

The survey shall include sufficient data to produce a digital topographic corridor strip map with contours at a minimum of 1' intervals. Survey points shall include the following:

- Channel information including low point (thalweg), toe and top of bank elevation, any major change in slope of bank at locations (minimum every 50 feet) such that an accurate channel plan view and profile can be generated (all major changes in slope, cross-section, and direction of the channel must be

- captured). Each channel cross-section shall have at least five points within and inclusive of the channel banks and shall have a minimum of two points outside the channel banks on each side of the channel
- Elevations along the road centerlines, edge of pavement, and curb lines (left and right) adequate to produce profiles suitable for accurate design
 - Locations of storm sewer pipes and structures including sizes, wingwall angles, inlet conditions (e.g., beveled), shapes, material, condition, invert elevations, and rim/grate elevations
 - Locations of sanitary sewer pipes, structures, including sizes, materials, invert elevations, and rim elevations, horizontal locations of clean-outs if they are visible and within the survey corridor
 - Horizontal locations of all underground non-gravity utilities including valves, hydrants, meters, etc.; and overhead utilities including poles, lines, guys, boxes, etc. Vertical clearance of overhead utilities shall be measured in areas where construction equipment may impact the overhead utilities
 - Vertical locations of underground utilities such as water, sewer, gas, electric, telephone, cable, fiber optic, etc. that may impact the design (see Section 7 for more details)
 - Building corners of all structures, finished floor elevations, vent opening elevations, HVAC unit location and elevations, crawl space door elevations, and spot elevations at the lowest adjacent grade to the permanent structure
 - Locations of other physical features which may be affected by construction of possible alternatives including walkways and driveways (type), fences (type, height/material), walls (type), signs, planters, sheds, brick or stone mailboxes, rock outcroppings, etc.
 - Locations of all trees greater than or equal to 6" diameter labeled with size and variety, ornamental trees of any size, any landscaped areas within the projected work area
 - Description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and all existing recorded easements associated with the Project from the Register of Deeds

6.3 Survey Notifications

Arcadis shall not commence the survey until the City provides them with written authorization and provides survey notifications to citizens in the project area. Arcadis shall provide the City with a list of property owners that should be notified. If additional survey is required, Arcadis will notify the City and provide survey notifications to pertinent stakeholders.

6.4 Field Survey Project Administration

Prior to acceptance and use of the survey, Arcadis shall perform a field review of the survey to verify that it is complete and accurate.

6.5 Survey Submittal

Arcadis shall provide the survey data to the City in an electronic AutoCAD format, version 2018 or higher (latest version), and in ASCII format.

7.0 MILESTONES B & C: UTILITY COORDINATION SERVICES

7.1 PWC

The following tasks shall be performed with the review and approval of the City's Project Manager. The engineer shall track water & sewer related costs separately. The City will in turn invoice directly to PWC based upon an agreed reimbursable agreement. PWC shall provide guidance on improvements to existing utilities and/or utility conflicts.

7.1.1 Water & Sewer Design

Arcadis shall coordinate with the City and PWC to include water and sewer design in the project area per PWC standards. Water and Sewer Design shall include the following tasks:

- Identification of any existing water and sewer lines attached to or aligned within the footprint of the proposed bridge replacements.
- Design of replacement water and sewer system for the bridge replacements.
- Relocation or reinforcement of existing water or sewer lines to be impacted by any stream stabilization or restoration of Blounts Creek.

7.1.2 Water & Sewer Permitting

Arcadis shall complete permit applications for permitting of the new water and sewer lines as necessary to comply with PWC requirements. All permitting documents shall be submitted directly to PWC.

7.2 Electrical/Communications and Other Utilities

Arcadis shall be required to lead & coordinate potential impacts to electrical primary and secondary feed lines, streetlights, telephone/cable lines, gas lines, and other utilities with the respective utility companies. Coordination, review, and approval of all work shall involve the City's Project Manager. The City's PM will provide local utility contacts as necessary. Arcadis will provide a utility coordination plan for review based off any potential construction phasing due to the method of construction of the bridges.

7.3 Field Meetings

Arcadis shall coordinate field meetings at the 35% and 70% design stage with all affected utility companies to identify possible conflicts and prevent potential impacts to project design or construction.

8.0 MILESTONE B: GEOTECHNICAL INVESTIGATIONS & SUBSURFACE UTILITY ENGINEERING SERVICES

Arcadis shall investigate the geotechnical and subsurface utility conditions within each design element area within the project limits prior to the start of the final design phase.

8.1 Geotechnical Investigations

Arcadis shall start off the project with a desktop assessment. This assessment shall be completed following the Conceptual Design process and look at readily available geologic and soils information and/or soil borings data to determine physical limitations that may affect the cost of, or the feasibility of various

alternatives. Based on the assessment during the functional design process, Arcadis shall determine need and desired locations for additional geologic/soils information and soil/pavement borings to support the design of the bridge replacements, pavement design for roadway approaches, and stream improvements. Arcadis shall retain the services of a City approved Geotechnical Engineering firm to provide these services.

8.2 Subsurface Utility Engineering

Subsurface utility engineering (SUE) shall be performed as required to identify depth and location of existing utilities. Arcadis shall retain the services of a City approved SUE firm to provide these services.

Arcadis shall coordinate SUE needs with the City and incorporate survey from the SUE into the design plans. SUE services may consist of "Quality Level A" services, vacuum excavations or soft dig, or "Quality Level B" horizontal subsurface utility location data. Upon completion of the Conceptual Design phase, Arcadis will provide a more detailed scope of work if these services are needed.

Utility location designations shall be accomplished via electromagnetic methods for conductive lines and Ground Penetrating Radar (GPR) for non-conductive lines. Locations of utilities for other areas of the project shall be based on surface accessible structures or designations by the utility owner or NC811.

9.0 MILESTONES A, B, C: STREAM STABILIZATION, ENHANCEMENT, AND RESTORATION DESIGN

Arcadis shall provide stream restoration and stabilization designs for a portion of Blounts Creek approximately 4000 feet in length starting approximately 300' downstream of the Person Street crossing and ending at the downstream side of South Cool Spring Street.

9.1.1 Define Project Goals

Before we attempt to solve a problem, we believe it is critical to fully define the problem, concerns, and goals for the project. This task will involve directly working with City of Fayetteville staff to ensure at this early stage that we clearly define both the problem and metrics for success. This task includes the following:

- Meeting with City of Fayetteville to understand the background / history regarding this project.
- Review available background documents relevant to the site and watershed.
- Site visit to gain a full understanding of the issues and site constraints.
- Document concerns from key stakeholders
- Preparation of summary memorandum.

9.1.2 Watershed Definition

After defining overall project goals, the project team must define the cause of the stream degradation/instability by analyzing historic and current aerial photography with existing modeling results and limited ground truthing to determine changes in the watershed that may be influencing channel characteristics. These watershed changes can alter the stable form of the stream. It is important to consider current and future watershed characteristics when designing a channel for long-term stability. Additionally, the broad level longitudinal profile evaluated during the primary system modeling work will be captured to define the position and context with which the restoration site lies within the entire

system. This basic piece of information can be extremely valuable when considering gradient, adjustment and upstream to downstream sediment transport.

9.1.3 Develop Conceptual Restoration Design

Following the definition of project goals and developing a better understanding for watershed conditions that will affect the restoration project, the project team will develop a conceptual restoration design for proposed stream reach. To accomplish this, Arcadis will conduct the preliminary engineering analysis necessary to identify project options, evaluate water quality benefits, cost-effectiveness, establish permit requirements, and anticipate any potential needs of impacted stakeholders. This preliminary analysis may be supported by the field investigations identified in Task 6 (below) that will facilitate a better characterization of site conditions.

The result of our analysis will result in 30% level conceptual design for the proposed stream reach. The 30% level design will provide draft plan views, conceptual cross sections, and a list of potential plants to be included in the design to be reviewed with the City of Fayetteville and any pertinent stakeholders.

9.1.4 Site Investigations

A wide variety of field activities or site surveys may be required in addition to those conducted during the Blounts Creek Watershed Master Plan to support the project. Arcadis will provide the following investigations as required to support the project development:

- Site topographic surveys. This will focus on longitudinal profiles and cross sections of the channel banks at pre-determined locations.
- Mapping of in stream aquatic features within the project area (i.e., runs, riffles, pools, glides).
- Mapping of plant diversity and communities throughout the riparian corridor.
- Wetland / waters delineation to support future regulatory permitting.
- Soil sampling to support any necessary slope stability analysis.
- Channel bed assessment (i.e., pebble counts)
- Phase 1 & Phase 2 Environmental Assessments, including research of historical site use.

A licensed surveyor (as a subconsultant to Arcadis or through a current contract with the City) will need to conduct a detailed survey and analysis of the restoration site. Site survey will focus on a longitudinal profile for the entire project reach, in addition to strategic cross sections. Cross sections will be selected in areas to capture important morphologic features and through a range of morphologic characteristics. Design constraints will also be identified and surveyed as required. The site survey will provide foundation for a base plan map to demonstrate existing conditions.

In parallel with the topographic survey, the Arcadis team will map all aquatic features within the project area as well as complete a formal waters and wetlands delineation necessary to support future regulatory permitting. Federal and state requirements will be followed. The Arcadis team will also be responsible for mapping plant diversity and plant communities, collecting any necessary soil samples, and completing pebble count surveys as needed.

9.1.5 Modeling

A critical project component is developing water surface profile models of the site for existing and proposed conditions. Arcadis will modify the existing HEC-RAS primary system model as needed and

use the refined model to determine potential changes to flood elevations and validate shear stress calculations for the existing and proposed reaches.

9.1.6 Design

After locking-in the project constraints and scope through the development of the conceptual plan, detailed design development will begin.

9.1.6.1 Existing Conditions

The existing conditions site plan will be prepared to illustrate all topographic surveys, the wetland delineation, and any pertinent habitat characterization necessary to support the restoration design. The existing conditions plan will provide the basis for all cross section8.4s and longitudinal profiles.

9.1.6.2 Stream Restoration Design

The cumulative results of the site investigations and modeling will facilitate the creation of final grading plans and associated construction details. These plans will address impairments and instability identified in the existing conditions assessment. Proposed stream morphology will be derived from a combination of local meander geometry analysis and proposed Bank full dimensions. Grading will also account for targeted riparian planting areas to realize additional ecological benefits.

9.1.6.3 Erosion Control/Bank Stabilization Design

Bank erosion is often identified as a concern if it threatens some type of infrastructure (i.e., a bridge). A common cause of this condition in urban streams is lateral channel migration and incision resulting from increased runoff from impervious surfaces within the watershed. The increased erosion can result in taller banks as the bed lowers in elevation, which tend to erode due to their steep slopes and lack of vegetation.

Bank grading and revegetation is an integral part of the bank stabilization. The streambank above the structure is graded to flatter slope and planted with trees, shrubs and herbaceous species. When space is available, a bench floodplain can be created to disperse flows and reduce stresses on the streambank. It is recognized there is commonly not sufficient room in urban streams. As such, the channel banks will be laid back to the maximum extent possible and planted. Vegetation will provide bank protection on the slope where velocities are lower than the main channel. In some situations, vegetation alone is adequate bank protection based upon modeling results of expected shear stress.

9.1.6.4 Native Planting Plan

The design team will develop a native planting plan that provides aesthetic benefits, as well as directly addresses ecological functions within the riparian ecosystem. The native planting plan will be based upon existing species located within the project area, as well as reference communities in less disturbed riparian corridors. The planting plan will specify species and container sizes that are commercially available within the region.

9.1.7 Deliverables

Our approach to this phase is to provide deliverables to City of Fayetteville at the 60%, 90% and 100% final design phases. Prepared design documents will include:

- Design report
- Drawings
- Specifications
- Cost estimate
- Construction schedule

This scope of work assumes a decreasing level of comments and/or edits from City of Fayetteville as the team works towards final (100%) Design Plans. Arcadis will be responsible for developing the following drawing sheets:

- Cover. Assumed 1 sheet.
- Estimated quantities and notes. Assumed 1 sheet.
- Existing conditions site plan; inclusive of topography, habitats, and wetland delineation. Assumed 1 sheet.
- Plan sheets and cross sections to support proposed design. Assumed to include 6 sheets (3,000 ft @ 500 ft/ per sheet) specific to discrete site areas.
- Grading plan to support proposed earth work. Assumed 6 sheets.
- Construction details to support design features. Assumed 2 sheets.
- Supporting landscape cross sections based upon final grading plan. Assumed 1 sheet.
- Sediment and erosion control plan, details, and notes. Assumed 2 sheets.
- Planting plan, details, and notes. Assumed 2 sheets.

For the purpose of this scope of work, it is assumed the plans will include 22 sheets. The following provides additional details regarding design sheets.

10.0 MILESTONE B: FUNCTIONAL DESIGN FOR BLOUNTS CREEK PRIMARY SOLUTION

The proposed overall solution for the Blounts Creek primary system is a complex solution. It will require the replacement of the single structure at Person Street, the dual roadway structures at Russell Street and the replacement of the CSX railroad bridge at Russell Street. The purpose of this task is to provide the City and other stakeholders with a functional design and technical data to validate the feasibility of the project prior to moving forward with design.

10.1 Functional Design

The functional design will contain but not be limited to the following:

- Structural Design: Up to two basic alternatives per structure will be presented representing recommendations from the TSL report. The designs for the railroad bridge at Russell Street will include considerations required by consultation with CSX.
- Roadway Design: The functional design will highlight the design of roadway approaches for alternative structure solutions. In addition, recommendations shall be made as to how the approaches will tie into existing smart streets and the proposed roundabout design on Person Street.
- Hydraulic Design: Utilizing the Blounts Creek HEC-RAS models from the watershed masterplan study, Arcadis shall run a simplified model of the functional structural alternatives to determine the best solution to meet hydraulic design criteria.
- A functional design review meeting will be held with the City, NCDOT, PWC, and CSX to select an alternative to move forward into the design phase.

10.2 Deliverables

Arcadis will prepare Functional Design submittal package for the agreed upon alternative(s) to the City for their review and approval.

The functional design plan sheet should include Anticipated Design Data, Anticipated Design Exceptions (maximum two exceptions), Bridge Typicals, Roadway Typicals, Horizontal and Vertical Alignments, Super Elevations, Curve Data, Edge of Pavements, Anticipated Bridge lengths, Slope Stakes, North Arrow, and Scale.

Arcadis will submit Functional Designs for review to the City.

11.0 MILESTONE C: FINAL DESIGN ENGINEERING SERVICES FOR PERSON STREET, RUSSELL STREET AND CSX BRIDGE REPLACEMENTS

Arcadis will provide the final design tasks for the following engineering services:

11.1 Roadway Design

Arcadis will be responsible for the roadway design of Russell Street and Person Street approaches for the proposed bridge replacements. Final right-of-way and construction plans will be prepared according to the "Guidelines to be used by Consultants for Producing Roadway Plans". Arcadis shall consider in its design complete streets concepts if applicable. For Person Street, roadway plans will be submitted for review and comment to the City. Russell Street will be submitted to the City and NCDOT for review and comment. The deliverables include field inspection plans submittal, right of way plan submittal and final design roadway plans submittal.

11.1.1 Right-of-Way (temporary and permanent)

Arcadis shall provide a plan view drawing which shows all property lines, rights-of-way, and temporary and permanent easements. All street rights-of-way and easement widths shall be clearly labeled.

11.1.2 Easements

Arcadis shall provide design plans which include designation of all easements needed for inspection and emergency maintenance of stormwater management facilities. Easement limits and effected parcel information (including table of properties with land & structure value information) shall be developed and provided for City review at the 30% design stage. At a minimum, easements shall be compliant with City of Fayetteville Standards and have the following characteristics:

- Minimum 20-foot permanent maintenance access easement from a public or private right-of-way to all stormwater management facilities
- Minimum 10-foot permanent drainage easement around the perimeter of all stormwater management facilities (any fences constructed around such facilities shall be outside of the 10-foot permanent drainage easement)
- Minimum 20-foot easement for closed pipe systems
- Adequate access to all parts of the public drainage system and structures

Arcadis shall prepare the necessary number of easement plats including metes and bounds descriptions for each permanent drainage easement. Plats shall meet the City's Planning Department, Cumberland County and State of North Carolina requirements for preparing and recording easement plats. Applicable review and recording fees shall be paid by the City. The City shall provide Arcadis with a standard form of agreement from the City Real Estate Division to be used in preparing easement documents.

11.1.3 Submittals

Arcadis will provide the following deliverables: PDFs of the 30%, 60% and 90% plans submittal packages; PDF of signed and sealed final roadway plans; roadway quantities; Microstation DGN files of the Roadway plans.

11.2 Hydraulic Design

Arcadis will provide the following hydraulic design tasks in accordance with the 2022 NCDOT Guidelines for Drainage Studies and Hydraulic Design and City of Fayetteville guidelines:

- Field review and data collection
- Hydraulics Engineer to submit statement at Functional design stating that either grade works hydraulically or is not hydraulically controlled
- Bridge Survey Report (BSR) for the (2) bridge structures in the project limits. One BSR for Russell Street and one for Person Street
- Approach drainage to be included in PGDs.
- Spread Analysis
- Development of Permit Drawings

- Development of Special Floodplain Compliance (SFC) documentation in accordance with NCDOT guidance including a FEMA no-rise analysis (Note: a CLOMR may be required for Blounts Creek, not due to increases in base flood elevations, but due to the need to adjust floodway boundaries from the bridge and stream enhancement work)

Deliverables: PDF of signed and sealed approved BSR; PDF of drainage summary; Microstation DGN files

11.3 Drainage / H&H Model Evaluation

Drainage infrastructure in the project area (as shown in Exhibit 1) shall be evaluated for compliance based off the table provided in Section 2.2.3 Proposed Level of Service (LOS). The portions of the drainage system not meeting City design standards shall be identified and a proposed functional plan shall be developed to improve the systems' level of service.

11.3.1 Hydrologic and Hydraulic (H&H) Model Development

Arcadis shall develop a H&H model to evaluate the hydraulic performance of pipes & inlets within the project area. This shall include modeling of peak flows for various storm events and street/bridge spread analysis. This analysis will be based on the InfoWorks ICM secondary system models completed for the Blounts Creek Watershed Study, using that methodology/data and adapted as needed to meet NCDOT design standards in addition to those of the City.

11.3.2 Existing and Proposed Improvements Analysis for Current and Buildout Conditions

Utilizing the HEC-RAS models completed under the Blounts Creek Watershed Analysis as a base model, Arcadis shall evaluate and determine water surface profiles for at minimum the 2-, 10-, 25-, 50-, 100-, and 500-year design events. These storm events will be modeled for the following land use and rainfall scenarios: (Existing Conditions, Existing Conditions Rainfall), (Existing Conditions, Future Rainfall (6% increase)), (Proposed Solution, Existing Rainfall), (Proposed Solution, Future Rainfall (6% increase)). A scenario will also be run for existing and proposed conditions based on the use of City provided GARR (Gage Adjusted Radar Rainfall) data. Starting water surface elevations (WSELs) shall be based on either the slope area method or analysis of the Blounts Creek gage data, published WSELs developed by FEMA, Army COE, or others means if available. Selection of the appropriate starting WSEL shall be discussed and agreed upon with the City, based on Arcadis' recommendation, prior to finalizing the modeling and shall be documented in the Conceptual Design Report. 2D maps based upon topographic data and modeling results shall be provided indicating the approximate extent of street and structure flooding in the project area for the various storm events. Potential structure flooding shall be assessed based on available topographic data. Street spread shall be evaluated for the existing flood prone areas per City design standards. Infrastructure improvements shall be evaluated based upon the built-out conditions. The model extents shall extend upstream and downstream to a point where there is no increase in the water surface elevation. Backup data on flood depth and velocity and street spread for the various design storms shall be provided in an Appendix to the Model Technical Memorandum.

11.3.3 Model Validation

The base model to be used has been validated previously under the Blounts Creek Watershed Study. However, the model will be re-validated with the implementation of this primary system solution due to

use of additional survey and other source data. The HEC-HMS and HEC-RAS models will be validated against known highwater marks from historical flooding such as Matthew and Florence and data collected from the USGS gage and new flood monitoring gages. With the recording period of the USGS gage having increased since the original watershed models were developed, a frequency analysis of the gage data could yield new flow data that would need to be considered and calibrated as an update.

11.3.4 H&H Model Technical Memorandum

Arcadis shall develop and provide the City with a Technical Memorandum that documents the H&H model development process and summarizes the conclusions and recommendations of the H&H evaluation. The technical memorandum shall include all relevant data used including information on the stormwater system, sub-basin delineation/connectivity, soils, land use, curve numbers, hydrographs, channel storage/routing, rainfall, roughness coefficients, energy loss coefficients, model assumptions, model results for scenarios listed under 8.2, model validation, etc. Draft model runs shall be provided to the City at the 30% design stage submittal, and final model runs submitted at the end of project.

11.4 Sediment & Erosion Control

Arcadis shall design and specify erosion control measures that minimize erosion and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the North Carolina Department of Environment and Natural Resources (NCDENR), Erosion and Sediment Control Planning Design Manual and the NCDOT Erosion & Sediment Control Design & Construction Manual. Arcadis shall show erosion control measures and details on the plans starting with the 90% submittal.

The Sediment and Erosion Control Design for the project elements will include the following:

- Project Site Visit (assume 2 people)
- Attend Field Inspections (Assume 1 each for Russell Street bridge, Person Street Bridge, CSX bridge, and for the stream design)
- Clearing and Grubbing Phase Erosion Control Design
- Intermediate Phase Erosion Control Design
- Final Phase Erosion Control Design
- Construction Phasing for the stream stabilization and restoration work
- Erosion Control Quantities
- Erosion Control Title Sheet, Details, Notes, and Special Provisions

All sediment and Erosion and sediment control plans shall be submitted to the City for review; however, additional review may be necessary from the NCDOT Roadside Environmental Unit for the Russell Street bridge replacement, and CSX review for its bridge.

11.5 Signing and Delineation & Pavement Marking

Arcadis will prepare signing, delineation and pavement marking plans in accordance with the current standards and specifications of the NCDOT and the City. Signage for the CSX railroad elements will be in accordance with CSX standards and specifications. The scope of services will include project investigation, one site visit, signing plans, pavement marking plans, quantity calculations, and special provisions.

11.6 Traffic Management Plans (TMP)

Arcadis will prepare traffic management plans to indicate the temporary traffic control patterns and devices that are to be implemented during construction. The plans will include construction phasing, road closures, general notes, and lane closures necessary to construct the project. The construction phasing will be discussed with the design team, City staff, CSX, and NCDOT Division 6 to develop a construction sequence that minimizes impacts on the local business and residents. The traffic management plans will be prepared in accordance with the Traffic Management Plan Guidelines, and current standards and specifications of NCDOT and the MUTCD. The scope of services also includes traffic control quantity estimates and calculations, intermediate contract times and project special provisions.

Arcadis will investigate the need for temporary shoring along project and, if it is determined that temporary shoring is needed, coordinate a Temporary Shoring Meeting with the City, CSX, NCDOT Division 6, Work Zone Traffic Control Section (WZTC), Geotechnical Unit, Roadway Design Unit, Hydraulic Section to present temporary shoring findings.

Special consideration will need to be given to the construction sequencing for the construction of each bridge and how they will be phased. It is anticipated that Person Street will need to be closed for the duration of the bridge replacement. It is also anticipated that the Russell Street bridge construction will require closure of one structure and switching traffic to the other bridge. This traffic management will be critical as it requires shifting traffic across the existing CSX rail line and reversing the pattern to replace the other bridge.

11.7 Structural Design

Arcadis will prepare the design for the replacement of the Russell Street bridges (NCDOT owned) and the Person Street bridge (City owned) as outlined below. The CSX bridge replacement details are in Section 10.7.

11.7.1 Bridge Preliminary General Drawings

The preferred alternative selected will be developed in accordance with the structure recommendations from the Roadway plans, the SMU Design Manual revised June 2018, and the latest AASHTO LRFD Bridge Design Specifications for the preparation of the Preliminary General Drawings (PGDs). During the development of the PGDs, Arcadis will consider such features as roadway geometry, drainage, constructability, and preliminary structure recommendations to further define the project limits and impacts and finalize the structure type and bridge geometry. Preliminary design will begin to a point where geotechnical loads can be calculated and the appropriate information, noted below, can be added to the PGDs.

An assumed sheet list for the PGDs are as follows:

- Plan and Section view with the relevant information as defined in Sections 4.1.2.1, 4.2.1.2, 4.1.3 (Stream Crossings), 4.1.4 (Railroad Overhead), 4.1.5 (Grade Separations) and 4.1.6 (Widenings) of the SMU Design Manual
- Location View, Notes and Typical Section as defined in Sections 4.1.2.4, 4.1.2.5 and 4.1.2.6 of the SMU Design Manual
- Long Chord Layout as defined in Chapter 5.1.2.4 of the SMU Design Manual

The PGDs will also be prepared consistent with the following:

- PGD plans will be prepared using MicroStation.
- Design Assumptions will be revised at this time if necessary and approved prior to beginning designs.

Arcadis will provide one submission of PDFs via email of the PGDs, and Preliminary Header Elevations (if required) to NCDOT and the City for review. Arcadis will address all comments from the NCDOT and City review of the PGDs and Preliminary Header Elevations during the Final 90% Bridge Design task to follow. Arcadis assumes that an additional submission of PGDs or Preliminary Header Elevations to address comments will not be required.

11.7.2 Final 90% Bridge Design

The PGDs will be advanced to Final 90% Bridge Design Plans that will include structural design and detailing. The plans will be updated to incorporate appropriate changes to the design details as a result of comments received from NCDOT and the City during the preliminary design phase. Arcadis will complete the bridge design to draft 90% plans for SMU and City review in accordance with the latest AASHTO LRFD Bridge Design Specifications and SMU Design Manual. Specific tasks to be completed during this phase of the project include:

- Coordination with NCDOT SMU regarding roadway, geotechnical, hydraulics, maintenance of traffic, and other disciplines related to the bridge project
- General Drawings and Notes in accordance with Chapter 5 of the SMU Design Manual
- Bridge superstructure design and detailing: concrete or steel beams with concrete deck; end and interior bent bearings; reinforcing steel schedules for approach slabs and deck
- Bridge substructure design and detailing: end bents and wingwalls; interior bent and drilled piers; bridge seat elevations; reinforcing steel schedules for end bent, interior bent, and drilled piers
- Bridge load rating for HL-93, HS-20 and all North Carolina's notional legal trucks
- Quantity calculations
- Preparation of Project Special Provisions
- Bridge Construction Sequence
- Bridge Stage Construction Details for superstructure and substructure

Arcadis will provide one submission of PDFs via email of the draft Final 90% Bridge Design Plans and Project Special Provisions for review. The Final 90% Bridge Design Plans and draft Project Special Provisions will not be signed and sealed for this submission.

11.7.3 Final 100% Bridge Design

Upon the completion of the City and SMU's review of the Final 90% Bridge Design Plans and draft project special provisions, the draft 90% plans and draft special provisions will be updated to incorporate appropriate changes to the design details and notes as a result of comments received from NCDOT and the City during Final 90% Bridge Design phase. Arcadis will complete the bridge design to 100% plans in accordance with the latest AASHTO LRFD Bridge Design Specifications and SMU Design Manual. All sealed plans and documents will be signed via an electronic signature.

Specific tasks to be completed during this phase of the project include:

- Bridge Construction Quantity Calculations
- Preparation of the Construction Elevations calculations and sketches as detailed in Chapter 6.2.2.9 of the SMU Design Manual

During this phase, Arcadis will submit:

- A revised signed and sealed set of PDFs of the Final 100% Bridge Design Plans
- A revised signed and sealed set of individual PDFs of the Final 100% Bridge Design Plans
- A signed and sealed PDF of the Final Design Calculations
- A signed and sealed PDF of the Construction Elevations calculations and sketches
- A revised signed and sealed PDF of the Project Special Provisions
- CADD design files of the final plans without the PE seals
- A PDF of the completed Lump Sum Quantity Sheet

11.8 Railroad Corridor, Bridge, and Track Design

Arcadis will prepare designs for the CSX bridge and trackwork between the dual roadway and structures on Russell Street as outline below:

11.8.1 Coordination with CSX Transportation

Arcadis will discuss connectivity and operations of the existing line with CSX to determine design and construction constraints. A preliminary meeting will be held with the City and CSX before beginning alternative analysis to discuss the following design and construction criteria:

- Railroad operational constraints, freight traffic
- Viability of maintaining the single-track during construction
- Options if single track needs to be out of service for a period of time
- Superstructure types
- Substructure types
- Track layout – horizontal & vertical alignment & layout
- Bridge phasing, excavation support criteria, slide-in option

Arcadis will use the information from the site visit and coordination meeting to advance alternative development for up to four (4) options for replacement of the bridge.

11.8.2 Rail & Structure Preliminary Design

The preferred alternative will be refined for the preliminary general drawings (PGD). During the development of the PGD, Arcadis will develop features such as track geometry, drainage and erosion control, and preliminary bridge geometry to further define project limits and impacts. There will be up to three (3) preliminary design review meetings with the City, CSX, and NCDOT, as needed. The PGD for Rail will consist of the following:

- Preliminary general drawing plans prepared using Bentley MicroStation or Open Roads Designer (ORD).
- Preliminary drawing plans will be prepared using MicroStation.

- Preliminary designs will be prepared on final surveys furnished by the City or a City approved survey sub-consultant to Arcadis. The final surveys will include existing R/W, utilities, parcel names, and property lines.
- The plans will show floodplains, wetland boundaries, buffers, and historic sites.
- Design Assumptions will be revised if necessary and approved prior to beginning designs.
- Track and bridge design will be in conformance with the American Railway Engineering and Maintenance-of-Way Associations' (AREMA) Manual for Railway Engineering and CSX design criteria.
- Typical sections of the proposed bridge including bridge phasing.
- Permanent and temporary rail alignments and profiles will be further developed for the preferred alternative.
- Track cross-sections will be generated.
- Construction limits with cut/fill designations will be determined.
- Match or exceed existing Vertical Clearance.
- A traffic maintenance plan.
- Visualizations will be prepared for the preliminary plan alternative.
- Preliminary Quantities will also be provided at this stage.

11.8.3 Rail & Structure Final Design (90% and 100% Final Design)

The PGD will be advanced to final design including the structural design and detailing of the bridge. Plans will be updated to incorporate comments previously received from the City, CSX, and NCDOT. Arcadis shall complete the bridge and track designs to 100% and the final plans shall be prepared in accordance with the latest AASHTO LRFD Bridge Design Specifications, AREMA guidance, CSX design criteria, and the NCDOT Structures Management Unit Design Manual. Specific tasks to be completed include but are not limited to:

- Bridge superstructure design and detailing: beams and deck
- Bridge superstructure design and detailing: abutment and pier bearings
- Bridge substructure design and detailing: abutments and wingwalls
- Bridge substructure design and detailing: pier
- Bridge load rating
- Bridge seat elevation calculations
- Reinforcing steel schedules
- Lateral ditches and details for ditches
- Rail construction shall be included in the plans, including horizontal and vertical alignments, temporary and permanent.
- Quantity calculations
- General Drawing Notes
- Temporary Structure Details/ Bridge Phasing
- Construction Cost Estimate
- Preparation of Special Provisions

11.9 Deliverables

Arcadis shall submit design drawings at the 30%, 60%, 90%, and 100% completion stages for the proposed improvements. Design plans shall include independent design drawings and contract documents for the

Person Street bridge replacement, the Russell Street Bridge replacements, the CSX Rail Bridge replacement at Russell Street, and for the Blounts Creek Stream Restoration/Stabilization. The final construction plans and contract documents shall include, but not be limited to, the following:

11.9.1 Design Plans

Design plans shall include but may not be limited to the following:

- Existing conditions, including roadway, planimetric features, structures, vegetation and utilities, as determined by field survey
- Existing property lines; existing and proposed right-of-way lines; existing easements as provided by the City; and proposed storm drainage easements, proposed temporary construction easements, and permanent conservation easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass all improvements, including landscaping
- Location (plan and profile) of proposed storm drainage features (channels, culverts, pipes, manholes, drop inlets, etc.)
- Location (plan, profile, and cross sections) of proposed roadway and bridge replacements at Person and Russell streets
- Location (plan, profile, and cross sections) of the proposed CSX bridge replacement;
- Location (plan and profile) of identified existing utilities and proposed utilities and shall indicate proposed underground and overhead utilities to be reconstructed and/or relocated as part of the Project
- Location of construction work areas and indication of which existing features may be impacted by construction (fences, trees, sheds, etc.) indicating the party responsible for removal and/or re-establishment
- Typical sections for roadway and structure layouts
- Summary of Quantities sheets
- Standard Details
- Typical cross sections of open channels showing restoration, armoring or stabilization techniques
- Recommendation of construction materials to be used
- For each property, the City tax code designation, the deed book and page number, parcel number, and street address as well as names of property owners per tax records
- Structural Design Plans
- Erosion control plans
- Traffic Control Plans
- Utility relocation or Utility by Other (UBO) Plans
- Signing and Pavement Marking Plans

Arcadis shall prepare plans on 22" x 34" plan and profile sheets at a scale of 1"= 20' horizontal and 1"=4' vertical or as directed by the City. Arcadis shall furnish 1 full sized set of hard copy prints, 1 half sized set of hard copy prints and one digital version in PDF format to the City's Project Manager for review and approval at each stage of completion. The City's Project Manager shall return to Arcadis all pertinent comments summarized on a single hard copy set of plans or in an itemized Word document. Arcadis shall revise the plans as required by the City's Project Manager in conformance with the review comments. Arcadis shall use City standard details to the extent possible. NCDOT standard details shall

be used if there is not an appropriate City standard. Due to the nature of the project, Arcadis may utilize NCDOT standards and specifications for construction drawing production.

11.9.2 30% Final Design Submittal

Separate 30% packages will be prepared for each individual project listed in the SOW will be prepared and submitted to NCDOT, CSX, the City, and PWC for review and approval. This submittal shall include the development of Preliminary Drawings Set including:

- Cover Sheet with overall location plan
- Legend
- General Notes and Standard Details
- Easement limits and effected parcel information
- Plan and Profile sheets of proposed improvements (Roadway, Structures, Rail, and Stream) that show water bodies, wetlands, parcel lines, structures, graveyards, railroads, etc.
- Roadway & Structural Typical Sections
- Cross Sections (For Roadway and the Stream improvements)
- NCDOT encroachments
- Utility Plan
- Pavement and Marking Plan
- Water & sewer relocation design
- Custom structures
- Construction sequence in a narrative form

11.9.3 60% Final Design Submittal Plans (R/W Plans)

Preliminary/Functional drawings shall be further developed into a materially complete plan set. Plans shall be submitted for review by the City, PWC, CSX, and NCDOT. The submission shall include those items listed in the 30% Submittal above and the following:

- Proposed R/W and Easement Plats
- Opinion of probable Construction cost in Excel format
- Draft specifications for anticipated Project Special Provisions

11.9.4 90% Final Design Submittal Plans

Following 60% Design approval by NCDOT, CSX, the City, and PWC, the plans shall be updated, and submissions shall be made to the City and PWC. The submission shall include those items in the 60% Submittal above and the following:

- Erosion Control Plan
- Construction Traffic Control Plan
- Landscape Plan, as required;
- Opinion of probable Construction cost in Excel format
- Draft specifications and bid tab, as required

11.9.5 100% Final Design Submittal Plans

Upon final approval from NCDOT, CSX, the City, and PWC, Arcadis shall prepare the final submission. The submission shall include the following (in electronic format):

- Half size design drawings in PDF format
- Full size design drawings in PDF format
- Design drawings in DWG format
- Specifications in Word format
- Construction cost in Excel format
- Updated Technical Report that provides final design calculations and modeling data in PDF format;
- Stakeout file for construction in CAD or as ascii file

11.9.6 Cost Estimate

Arcadis shall develop an Opinion of Probable Cost for each design submittal including quantity take-offs using the City's CIP Cost Tool. The Tool was developed utilizing recent bid tab and available construction cost data to aid in developing and delivering probable construction costs for drainage improvement projects. Cost opinions shall be provided in both Excel and PDF format.

12.0 MILESTONE C: PERMITTING

In today's regulatory climate, obtaining permits and documenting regulatory compliance can be the single greatest hurdle to implementing a capital improvement project. Our permitting team will work closely with the design team from the early phases to ensure that the proposer design steps are being incorporated to facilitate the most efficient permitting process. The associated cost does not include any site meetings, and assumes all meetings are remote.

Several permits are required for the construction of the proposed improvements. Final determination of permitting requirements and application preparation shall begin following the 60% milestone submittal. Permits included in this Scope of Services are summarized below:

12.1 Erosion & Sediment Control

Arcadis shall prepare submittals and approvals required for NCDENR erosion control permits and NPDES permits for construction activities. Erosion Control permit submittals shall be prepared and submitted upon completion of the 90% design drawings. Arcadis shall respond to permitting agency comments and incorporate comments into design documents if feasible.

12.2 Environmental

Arcadis shall assess whether modifications to open channel drainage features shall require jurisdictional determinations. Where required, USACOE 401/404 permitting shall be included in the Scope of Services for the proposed improvements.

13.0 MILESTONE C: CONTRACT PREPERATION AND BID PHASE SERVICES

13.1 Contract Document Preparation

Arcadis shall review the City's Technical Specifications and confirm their adequacy for the project. If necessary, the Engineer shall prepare Project Special Provisions for items not addressed in the City's Technical Specifications and provide a draft copy of these provisions with the 60% submittal to the City.

13.2 Prepare Bidding/Proposal Documents

Arcadis will prepare Contract Documents including Division 00 Procurement and Contracting Requirements, Division 01 General Requirements including measurement and basis for payment, technical specifications, and appendices including federal requirements. Contract Documents will utilize EJCDC documents provided by the City.

13.3 Bid Phase Services

After completion of the 100% submittal to the City, Arcadis shall provide bid period services that include:

- Administering distribution of Specifications and Construction Drawings to contractors and to plan rooms
- Attendance at pre-bid conference with the project team and respond to questions from prospective bidders
- Response to Bidder questions or RFIs
- Prepare addenda as necessary and provide to Owner
- Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award
- Evaluate and tabulate bid results
- Award recommendation letter based on the bid review; and

Assist owner with bidders or proposes related to technical and engineering issues that arise during negotiations (if required)

DRAFT Arcadis Task Order & Overall Engineering Progress Matrix	TO 1	TO 2	TO 3	Totals for all Phases
Duration Estimate	6 mo	9 mo	9 mo	24 mo
Project Administration	Milestone A	Milestone B	Milestone C	
Estimated Overall Project % Complete	25%	50%	90% - 100%	
Project Administration	\$ 57,965	\$ 75,000	\$ 75,000	\$ 207,965
Establish Purpose & Need	\$ 101,200	\$ -	\$ -	\$ -
Conceptual Design	\$ 227,572	\$ -	\$ -	\$ 227,572
Planning & Environmental (Single CE Document for all projects)	\$ -	\$ 100,000	\$ -	\$ 100,000
Field Survey Services	\$ 100,000	\$ -	\$ -	\$ 100,000
Utility Coordination	\$ 21,195	\$ 125,000	\$ 50,000	\$ 196,195
Geotechnical Investigations & Subsurface Utility Engineering	\$ -	\$ 300,000	\$ -	\$ 300,000
Stream Stabilization, Enhancement and Restoration Design	\$ 104,068	\$ 200,000	\$ 200,000	\$ 504,068
Functional Design Engineering (Russell St, CSX & Person St Bridges including track)	\$ 80,000	\$ -	\$ -	\$ 80,000
Final Design Engineering (Russell St, CSX & Person St Bridges including track)	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Permitting	\$ -	\$ -	\$ 100,000	\$ 100,000
Contract Preparation and Bid Phase Services	\$ -	\$ -	\$ 75,000	\$ 75,000
Estimated Totals by Task Order	\$ 692,000	\$ 800,000	\$ 1,500,000	\$ 2,890,800
10% Contingency				\$ 289,080
Total Estimate				\$ 3,179,880

Exhibit A
Russell-Person Street Bridges and Stream Improvement Project
Detailed Hours & Fee Estimate

Task	Principal Engineer/Scie ntist/Architect 2	Principal Engineer/Scie ntist/Architect 2	Principal Engineer/Scie ntist/Architect 2	Principal Engineer/Scie ntist/Architect 2	Project Engineer/Scie ntist/Architect	Principal Engineer/Scie ntist/Architect 1	Project Engineer/Scie ntist/Architect	Principal Engineer/Scie ntist/Architect 2	Project Engineer/Scie ntist/Architect	Principal Engineer/Scie ntist/Architect 2	Project Engineer/Scie ntist/Architect	Technician/Pr oject Assistant II	Combined Totals (CT)			
	\$249	\$318	\$208	\$268	\$146	\$217	\$99	\$113	\$128	\$163	\$206	\$195				
	Engr/Sci Grade 11	Engr/Sci Grade 11	Engr/Sci Grade 11	Engr/Sci Grade 11	Engr/Sci Grade 8	Engr/Sci Grade 10	Engr/Sci Grade 8	Engr/Sci Grade 11	Engr/Sci Grade 8	Engr/Sci Grade 11	Engr/Sci Grade 8	Tech/Proj Asst Grade 5&6	Hours	Labor	Exp/Sub	TOT
1 Project Management	74.0	50.0	0.0	16.0	0.0	16.0	0.0	16.0	0.0	16.0	0.0	48.0	236.0	\$55,862	\$2,103	\$57,965
2 Data Gathering and Analysis	0.0	112.0	144.0	40.0	32.0	0.0	104.0	88.0	0.0	0.0	0.0	0.0	520.0	\$101,200	\$0	\$101,200
3 Field Review Meeting	8.0	8.0	16.0	8.0	24.0	8.0	8.0	8.0	8.0	8.0	8.0	0.0	112.0	\$20,920	\$275	\$21,195
4 Conceptual Design	208.0	148.0	0.0	200.0	136.0	200.0	28.0	304.0	460.0	48.0	60.0	0.0	1792.0	\$331,900	\$0	\$331,900
5 Planning & Environmental	16.0	16.0	0.0	0.0	0.0	40.0	80.0	0.0	0.0	0.0	0.0	0.0	152.0	\$25,672	\$0	\$25,672
6 Field Survey Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
7 Utility Coordination Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
8 Geotechnical Investigations & SUE Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
9 Stream Stabilization/Restoration Design	0.0	198.0	438.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	636.0	\$154,068	\$0	\$154,068
10 Functional Design Engineering	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
11 Final Design Engineering	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
12 Permitting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
13 Contract Preparation & Bid Phase Services	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0
TOTAL	306	532	598	264	192	264	220	416	468	72	68	48	3,448	\$689,622	\$2,378	\$692,000

EXHIBIT B

GENERAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN

**CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA**

AND

ARCADIS G&M OF NORTH CAROLINA, INC.

APRIL 29, 2022

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**GENERAL SERVICES AGREEMENT
FOR CONSULTING SERVICES**

THIS AGREEMENT, effective the day of November 19, 2021 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **ARCADIS G&M OF NORTH CAROLINA, INC.** (hereinafter referred to as **CONSULTANT**), a corporation with principal business offices at 5420 Wade Park Blvd, Suite 350, Raleigh, NC 27607.

WITNESSETH:

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

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

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

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

WHEREAS, the **CITY** proposes to announce to various competing firms its need for professional consulting services in the future by requesting Proposals and the subsequent acceptance of proposals and the issuance of written authorizations to proceed, which together with this Agreement shall constitute a contract between the **CITY** and the **CONSULTANT**; and

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

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

ARTICLE 1 - REQUEST FOR PROPOSAL-SUBMITTAL OF PROPOSAL: As the need for consulting services arise, **CITY** will request a Proposal for said services from **CONSULTANT** which shall describe the scope of work, program, estimated schedule and **CITY'S** requirements. If **CONSULTANT** has the qualified personnel to meet **CITY'S** requirements to perform the

consulting services requested by the CITY, CONSULTANT will submit to CITY within the time specified a written Proposal describing the necessary engineering, technical and/or other services, guidance, opinions and advice to be provided. The Proposal shall set forth in general terms CONSULTANT'S recommendations to carry out the work. CONSULTANT shall list the background and experience of CONSULTANT'S personnel to be assigned to the project. Said Proposal shall contain a fee schedule setting forth fees for services of the various categories of personnel to be assigned to CITY'S project.

ARTICLE 1.1 - ACCEPTANCE OF PROPOSAL. CITY and CONSULTANT contemplate certain discussions, negotiations and possible changes to the Proposal submitted by CONSULTANT. Upon a meeting of the minds, CONSULTANT shall submit the final Proposal which shall set forth the agreement of the parties. If said Proposal is acceptable, the CITY shall accept same in writing. CONSULTANT'S fee schedule shall remain in effect during the term of this Agreement, unless modified by the parties in writing. CITY shall provide CONSULTANT with a specific written Authorization to Proceed for each Proposal accepted by CITY.

ARTICLE 2 - TERM OF AGREEMENT. The term of this General Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

ARTICLE 2.1 - ASSIGNMENT. It is the intent of this Agreement to secure the personal services of the CONSULTANT and failure of the CONSULTANT for any reason to make the personal services available to the CITY for the purposes described in this Agreement shall be cause for termination of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of CITY. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist CONSULTANT in the performance of services rendered.

ARTICLE 3 - COMPENSATION. CONSULTANT shall submit to CITY monthly invoices for services performed during that month, computed on the basis of the Proposal accepted by CITY. CITY agrees to pay CONSULTANT'S monthly invoice within thirty (30) days after said invoice is received by the CITY. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to CONSULTANT shall be based upon Task and/or Work Authorizations that are provided to and agreed upon by the CITY. The Signing of this General Services Agreement does not bind or obligate the CITY to pay CONSULTANT any compensation.

ARTICLE 3.1 - VERIFICATION OF INVOICES. CITY has the right to require the CONSULTANT to produce for inspection all CONSULTANT'S time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. CONSULTANT agrees to provide CITY with said records on a timely basis and cooperate with CITY to verify the accuracy of all invoices.

ARTICLE 3.2 - COSTS AND EXPENSES. CONSULTANT will invoice CITY for all travel and living expenses of its employees assigned to a project which said expenses shall be at actual cost, unless said costs or expenses are specifically set forth and included in a fixed price contract. Accommodations for CONSULTANT'S employees shall be arranged by CONSULTANT. Living expenses for CONSULTANT'S employees shall be the usual and customary expenses for accommodations to which CONSULTANT'S employees are accustomed, and which are prevailing in Cumberland County, North Carolina.

ARTICLE 3.3 - NON APPROPRIATION. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the CITY are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient

appropriations or monies are not made available to the CITY to pay the terms of this agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CITY.

ARTICLE 4 - PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT.

CONSULTANT shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina.

ARTICLE 4.1 - CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. A **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT'S** Proposal sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

ARTICLE 4.2 - CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, the **CONSULTANT** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 5 - ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, sub-contractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT'S** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT'S** experience and qualifications, and **CONSULTANT'S** estimates shall represent its best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT'S** estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent **CONSULTANT'S** best judgment as an experienced and qualified professional familiar with electric, water and sewer utility projects, or other projects for which **CONSULTANT** is employed. **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 6.0 - LIABILITY, INDEMNIFICATION AND INSURANCE.

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

6.2 - INDEMNITY AND PROFESSIONAL LIABILITY. To the extent permitted by law, **CONSULTANT** agrees to defend, indemnify and hold harmless the **CITY** and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any negligent or tortious act, omission or negligence of **CONSULTANT**, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the **CITY** by **CONSULTANT** does not

constitute a waiver of the **CITY'S** governmental immunity in any respects under North Carolina law. **CONSULTANT** agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A-VII.

6.3- LIABILITY INSURANCE. **CONSULTANT** agrees to indemnify and hold the **CITY**, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of the **CONSULTANT**, Consultant's employees, and Consultant's subcontractors, for whom **CONSULTANT** is legally responsible during the performance of services under this Agreement. **CONSULTANT** shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the **CITY** as an additional insured and which said insurance provides **CONSULTANT** with insurance for contractual liability which **CONSULTANT** has assumed pursuant to the terms of this Article 6.

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

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

ARTICLE 7 - INDEPENDENT CONTRACTOR. **CONSULTANT** is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. **CONSULTANT** shall be wholly responsible for the methods, means and techniques of performance. **CITY** shall have no right to supervise methods and techniques of performance employed by **CONSULTANT**, but **CITY** shall have the right to observe such performance.

ARTICLE 8 - COMPLIANCE WITH LAWS. **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 9 - CITY'S RESPONSIBILITIES. **CITY** will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time

constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to make a Proposal to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

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

ARTICLE 10 - OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by **CONSULTANT** pursuant to this **AGREEMENT**, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **CITY** or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **CITY** and **CONSULTANT**.

ARTICLE 11 - TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, **CITY** shall have the right to terminate **CONSULTANT** upon ten calendar (10) days written notice in which event **CONSULTANT** shall have neither the obligation nor the right to perform further services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed.

ARTICLE 12 - TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT**, **CITY** may, without cause and without prejudice to any other right or remedy legally available to the **CITY**, terminate this Contract. Upon such notice, **CONSULTANT** shall have neither the obligation nor the right to perform services under this contract nor shall the **CITY** be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, **CONSULTANT** shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, **CONSULTANT** may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the **CITY**.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION. **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the **SERVICES** to be proprietary, unless such information is

available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the **SERVICES** without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

ARTICLE 14 - NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

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

TO CONSULTANT: **ARCADIS G&M OF NORTH CAROLINA, INC.**
 ATTENTION: JEREMY MCCALL, PE, CDT, CFM
 SENIOR WATER ENGINEER
 7029 ALBERT PICK ROAD, SUITE 101
 GREENSBORO, NC 27409

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

ARTICLE 15 – FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE 16 - GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina.

ARTICLE 17 - MISCELLANEOUS.

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

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

17.3 SEVERABILITY. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or

provision which was invalid, illegal or unenforceable. Provided, however, this section 17.3 shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of this Agreement shall be deemed void as provided by law or as determined by a court of competent jurisdiction.

ARTICLE 18 - INTEGRATED AGREEMENT. The CITY'S request for Proposal, the CONSULTANT'S written Proposal, the CITY'S authorization to proceed and this General Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. CONSULTANT and CITY agree that all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both CONSULTANT and CITY.

ARTICLE 19 - BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than CITY and CONSULTANT.

19.1 LIMITATIONS. CONSULTANT's total liability to CITY under each authorization shall not exceed the total compensation paid under the authorization, or \$1,000,000, whichever is greater; any portion of liability determined to be consequential damages under this per authorization limit, shall not exceed the compensation paid under the authorization. In no event shall CONSULTANT's total liability in the aggregate, for all services under this agreement, exceed \$4,000,000. limits set forth in this agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract, provided, however, that the foregoing limitation shall not apply to any indemnity obligations of consultant with respect to third party personal injury and death or damage to third party property.

ARTICLE 20 – VENUE AND FORUM SELECTION. The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (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.

ARTICLE 21 - E-VERIFY. CONSULTANT acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CONSULTANT further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). CONSULTANT pledges, attests and warrants through execution of this contract that CONSULTANT complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CONSULTANT shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

ARTICLE 22 – MORALITY CLAUSE. If, in the sole opinion of the CITY, at any time CONSULTANT or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor")

engages in any one or more 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 or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the CITY'S finances, public standing, image, or reputation or are embarrassing or offensive to the CITY or may reflect unfavorably on the CITY or are derogatory or offensive to one or more employee(s) or customer(s) of the CITY, the CITY may immediately upon written notice to CONSULTANT terminate this Contract, in addition to any other rights and remedies that the CITY may have hereunder or at law or in equity.

ARTICLE 23 – PROTEST. Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

ARTICLE 24 - IRAN DIVESTMENT ACT CERTIFICATION. As mandated by N.C.G.S. 147-86.59(a), CONSULTANT hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. CONSULTANT further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. CONSULTANT certifies that the signatory to this General Services Agreement is authorized by the CONSULTANT to make the foregoing statement.

ARTICLE 25 - CITY'S TERMS SUPERSEDE: To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.

[Signature page to follow]

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

DATE: 5/31/2022

CITY OF FAYETTEVILLE,
NORTH CAROLINA

BY: *Douglas J. Hewett*
Douglas J. Hewett, ICMA-CM
City Manager

ATTEST:

Pamela J. Megill
CITY CLERK

DATE: 4/29/2022



BY: *Jeremy L. McCall*
Jeremy L. McCall, PE
TITLE: Senior Water Engineer

FAYETTEVILLE NORTH CAROLINA, INC.

CITY OF FAYETTEVILLE

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

[Signature]

Chief Financial Officer



City of Fayetteville

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

City Council Action Memo

File Number: 23-3304

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.05

TO: Mayor and Members of City Council

THRU: Marion J. Noland, Interim CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: April 10, 2023

RE:

**Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract
Calendar Year 2023 Quantities**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Clarify approval of award for the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 to WESCO Distribution, Inc., to specify that the award allows PWC Staff to increase the order quantities consistent with the bid documents.

Background:

The Fayetteville Public Works Commission, during their meeting on March 22, 2023, clarified approval of award for the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 to WESCO Distribution, Inc., to specify that the award allows PWC staff to increase the order quantities consistent with the bid documents. The Commission requests City Council to approve this clarification as presented.

Bids were received January 5, 2023, as follows:

BIDDERS	MANUFACTURER	TOTAL COST	DELIVERY
WESCO Distribution Inc Clayton, NC	GE/Prolec	\$382,750.00	26 Weeks

Issues/Analysis:

The Commission awarded the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 (PWC2223023) to the lowest, responsive, responsible bidder, WESCO Distribution Inc., Clayton, NC during its regularly scheduled meeting on January 25, 2023. The bid documents provided notice to all bidders that "During the term of the Contract, PWC reserves the right to request increases or decreases to estimated quantities for Vendor's consideration. PWC also reserves the right to place order quantities in excess of guaranteed amounts should Vendor have production capacity." PWC staff has confirmed that WESCO has additional production capacity.

Budget Impact:

The Pole Mount Distribution Transformers Contract Calendar Year 2023 is budgeted in Warehouse Inventory.

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the Fayetteville City Council approve the clarification of the bid award for the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 to specify that the award allows PWC Staff to increase the order quantities consistent with the bid documents.

Attachments:

Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract Year 2023 Quantities; Bid Recommendation - Clarify Pole Mount Distribution Transformers Contract Year 2023 Quantities - Analysis

EXHIBIT A
FAYETTEVILLE PUBLIC WORKS COMMISSION
ANALYSIS OF RECOMMENDATION

TO: Marion J. Noland, Interim CEO/General Manager

DATE: March 15, 2023

FROM: Candice S. Kirtz, Director of Supply Chain

.....

This bid (PWC2223023) is for the purchase of pole-mounted distribution transformers. The bid documents requested that bidders provide pricing based on estimated quantities provided by PWC and, based on those estimates, the Commission awarded this purchase to WESCO Distribution, Inc. (“WESCO”) in the amount of \$382,750.00. The bid received from WESCO is the only submission that PWC received for this bid opportunity. With respect to the estimated quantities, the bid documents further explained that:

Quantities for each transformer must be noted as either guaranteed or estimated on the Bid Proposal form. During the term of the Contract, PWC reserves the right to request increases or decreases to estimated quantities for Vendor’s consideration. PWC also reserves the right to place order quantities in excess of guaranteed amounts should Vendor have production capacity.

PWC staff has confirmed that WESCO has additional production capacity. Therefore, PWC staff is requesting clarification of the Commission’s award to specify that the award allows PWC staff to increase the order quantities consistent with the bid documents. Increasing the quantities of pole-mounted distribution transformers under the contract will allow PWC to ensure availability of the transformers considering the current high demands for the goods.

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Marion J. Noland, Interim CEO/General Manager

DATE: March 15, 2023

FROM: Candice S. Kirtz, Director of Supply Chain

.....
ACTION REQUESTED: Clarify approval of award for the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 to WESCO Distribution Inc. to specify that the award allows PWC staff to increase the order quantities consistent with the bid documents.

BID/PROJECT NAME: PWC2223023 Pole Mount Distribution Transformers Contract Calendar Year 2023

BID DATE: January 5, 2023

DEPARTMENT: Warehouse

BUDGET INFORMATION: Warehouse Inventory

.....

BIDDERS	MANUFACTURER	TOTAL PRICE	DELIVERY
WESCO Distribution Inc. Clayton, NC	GE/Prolec	\$382,750.00	26 Weeks

.....

AWARD RECOMMENDED TO: WESCO Distribution Inc., Clayton, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The Commission awarded the purchase of Pole Mount Distribution Transformers Contract Calendar Year 2023 (PWC2223023) to the lowest, responsive, responsible bidder, WESCO Distribution Inc., Clayton, NC during its regularly scheduled meeting on January 25, 2023. The bid documents provided notice to all bidders that "During the term of the Contract, PWC reserves the right to request increases or decreases to estimated quantities for Vendor's consideration. PWC also reserves the right to place order quantities in excess of guaranteed amounts should Vendor have production capacity." PWC staff has confirmed that WESCO has additional production capacity. Therefore, PWC staff requests that the Commission clarify its approval of the award to WESCO Distribution Inc. to specify that the award allows PWC staff to increase the order quantities consistent with the bid documents.

.....
ACTION BY COMMISSION
APPROVED _____ **REJECTED** _____
DATE _____

ACTION BY COUNCIL
APPROVED _____ **REJECTED** _____
DATE _____

BID HISTORY
Pole Mount Distribution Transformers Contract Calendar Year 2023

BID DATE: January 5, 2023

Advertisement

1.	PWC Website	11/30/2022 through 1/5/2023
2.	Addendum 1	12/2/2022 through 1/5/2023
3.	Addendum 2	12/16/2022 through 1/5/2023
4.	Addendum 3	12/19/2022 through 1/5/2023

List of Prospective Bidders Notified of Bid

1. WESCO Distribution, Clayton, NC
2. Cooper Eaton, Cleveland, OH
3. JST Power Equipment, Lake Mary, FL
4. UTB Transformers, Santaquin, UT
5. Howard Industries, Laurel, MS
6. ERMCO, Dyersburg, TN

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

Small Business Administration Programs:

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

Local Business and Community Programs

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

State Business and Community Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC
National Utility Contracting Association- NC Chapter (NUCA)
Durham Chapter of the National Association of Women in Construction (NAWIC)
South Atlantic Region of National Association of Women in Construction (NAWIC)

The Hispanic Contractors Association of the Carolinas (HCAC)
United Minority Contractors of North Carolina
International Women in Transportation- Triangle Chapter

Media

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

SDBE / Local Participation

WESCO Distribution, Clayton, NC is not a local business and is not classified as a SDBE Minority or Women-Owned business.



City of Fayetteville

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

City Council Action Memo

File Number: 23-3312

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU:

FROM: Karen M. McDonald, City Attorney

DATE: April 10, 2023

RE:

Public Hearing to Consider Proposed Amendments to the City Charter to Change the Mode of Electing the City Council to Four Year Staggered Terms

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal V: Sustainable Organizational Capacity

Executive Summary:

The purpose of this agenda item is to receive public input on changing the mode of electing the City Council to four-year terms.

Background:

Council discussed adoption of four-year staggered terms at the March 6, 2023, work session and consensus was to move forward with four-year terms. Council adopted a resolution of intent for four-year terms at its March 13, 2023, regular meeting. Pursuant to N.C.G.S. § 160A 102, the resolution of intent set a public hearing for April 10, 2023, to receive public input on changing the mode of electing the City Council from two-year terms to four-year terms. This matter will come back to Council at the next regular meeting for action.

Issues/Analysis:

Whether to move forward with implementing four-year terms.

Budget Impact:

Unknown at this time.

Options:

1. Receive public input and provide direction to staff.
2. Receive public input and do not provide direction to staff.

Recommended Action:

After receiving public input, staff recommends that Council provide direction to staff as to Council's interest.

Attachments:

No Attachments



City of Fayetteville

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

City Council Action Memo

File Number: 23-3278

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 9.02

TO: Mayor and Members of City Council

THRU: Kelly Olivera - Assistant City Manager

FROM: Chris Cauley, MPA - Economic & Community Development Director
Taurus L. Freeman, MPA - Asst. Economic & Community
Development Director

DATE: April 10, 2023

RE:

Adoption of the Shared Active Transportation Program (Micro-Mobility: electric
scooters/bikes) Text Amendment to Article VIII of the Code of Ordinances

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022

Goals 2026

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

- Objective 2.4 - To sustain a favorable development climate to encourage business growth

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.3 - To improve mobility and connectivity through sidewalks, trail, and bike lane investments

Executive Summary:

City Council is asked to adopt a text amendment to Article VIII of the Code of Ordinances to create a one year pilot of the Shared Active Transportation Program.

Background:

In August 2018, the City Council heard a request regarding bike sharing at the Work Session. At that time, a bike-sharing program was being utilized at Fayetteville State University, which subsequently ended in 2019.

On April 6th, September 7th, and November 22nd of 2021, the City Council received presentations regarding the Shared Active Transportation Program. At the latter, the City Council directed Staff to draft an ordinance for consideration.

Several cities in North Carolina, such as Raleigh, Durham, and Charlotte, have enacted local laws pertaining to motorized scooters and electric-assisted bicycles. Some cities have banned scooters/bike share entirely, while others have allowed them. Most municipalities polled in North Carolina thus far have not adopted an ordinance.

The vehicles can encourage multi-modal access to specific areas/districts, events, and the downtown. In addition to walking, driving, using bike racks, and electric vehicle charging stations, a micro-mobility program could provide additional transportation means to the public. Yet, public safety, liabilities, the minimum age to ride, and traffic guidelines are just some of the concerns.

The City Council can enact rules and regulations for the program with the passage of the proposed ordinance that allows for multi-modal transportation in the city.

Issues/Analysis:

In an effort to control micro-mobility vehicles in the city, Staff has drafted an ordinance to allow the use of electric-assisted bicycles and motorized scooters. The following are key elements that have been addressed in the proposed ordinance:

- Defines set parameters for potential vendor(s);
- Limiting the number of vendors/scooters in the city limits;
- Require formal application/permit process for possible vendors;
- Hours of operations;
- Age requirement;
- How to staff/manage at the city level;
- Penalties against vendors civil; and/or
- Enforcement and violations.

Several departments, such as the Public Services, City Attorney's Office, and Economic & Community Development, provided input in the drafting of this ordinance.

Budget Impact:

None. Micro-mobility programs are typically instituted by vendors that provide their vehicles and associated maintenance at no cost to the City.

Options:

1. Adopt the Ordinance for Shared Active Transportation System for the period of one (1) year. In June 2024, the action will be reintroduced to continue the program or rescind the pilot;
2. Do not adopt the ordinance and provide direction to staff.

Recommended Action:

Staff recommends the adoption of the Shared Active Transportation System for the period of one (1) year. In June 2024, the action will be reintroduced to Council for consideration to continue the program or rescind the pilot.

Attachments:

- SATS Ordinance
- Presentation

WORK SESSION



Shared Active Transportation Program

April 10, 2023



Ordinance Key Points





- Define Location
- Set parameters for potential vendor(s);
- Limiting the number of vendors/vehicles in the city limits;
- Require formal application/permit process for possible vendors;
- Hours of operations;
- Age requirement;
- How to staff/manage at the city level;
- Penalties against vendors civil; and/or
- Enforcement and violations.

Shared Devices

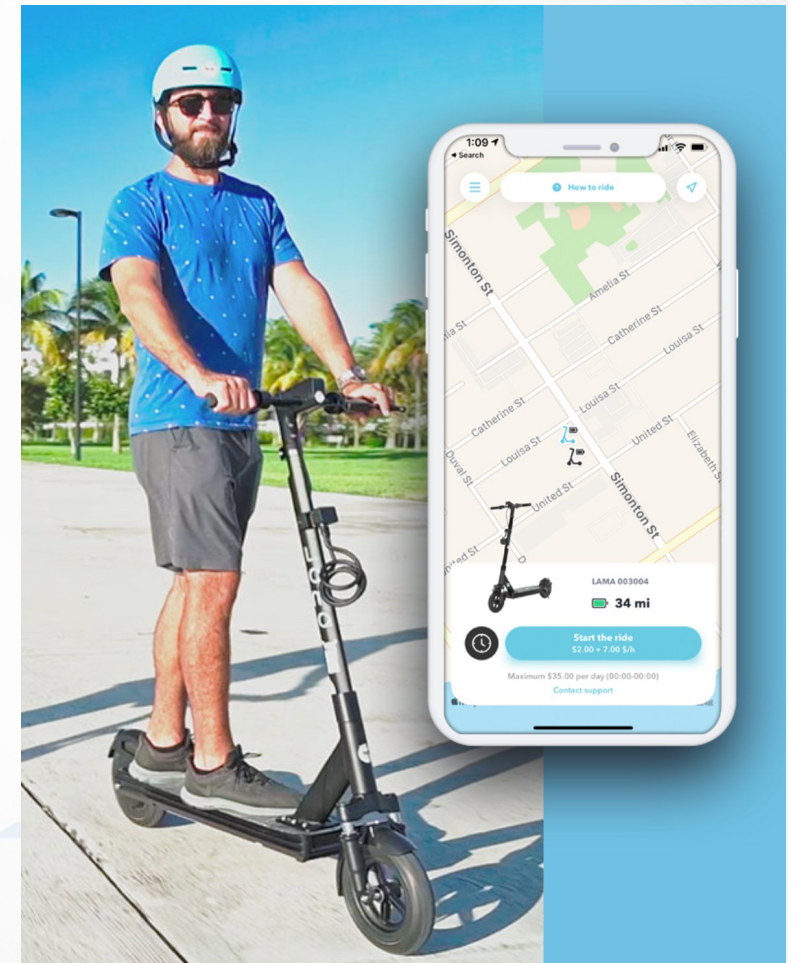
- Electric-assisted bicycle means a bicycle with two or three wheels that is equipped with a seat or saddle for use by the rider, fully operable pedals for human propulsion, and an electric motor of no more than 750 watts, whose maximum speed on a level surface when powered solely by such a motor is no greater than 20 miles per hour.
- Motorized scooter means a vehicle that is steered by a steering handle, designed to be stood upon by the operator while the vehicle is in operation, and powered by a motor capable of propelling the vehicle at a speed no greater than 18 miles per hour on a level surface; and whose wheels have diameters of ten inches or less.

TYPES OF POWERED MICROMOBILITY VEHICLES¹

	Powered Bicycle	Powered Standing Scooter
		
Center column	Y	Y
Seat	Y	N
Operable pedals	Y	N
Floorboard / foot pegs	Possible	Y
Self-balancing ²	N	N

Equipment

- All shared devices must be equipped with technology, such as Global Positioning System (GPS), that allows the shared device to be located and tracked by the permittee at all times.
- Each motorized scooter must be equipped with always-on front, side, and rear lights that emit a white light visible from a distance of at least 500 feet to the front, side, and rear.
- Each SATS device must be equipped with a warning bell or horn and security hardware.



Prohibited

- Ride any shared device on any public sidewalk in the downtown area;
- Obstructs pedestrian or vehicular travel upon or blocks pedestrian or vehicular access to a public right-of-way
- Blocks ingress or egress from a vehicle lawfully parked at the curb of a public right-of-way
- Shared devices shall not be parked in a way that may impede the regular flow of vehicular and pedestrian travel in device operating areas or otherwise cause a violation of the City Code



Allowed

- All shared devices shall be inoperable outside of the designed SATS District.
- Permittees shall provide docking stations for all SATS devices at approved locations in the designated district(s).
- From 6 a.m. – 10 p.m.



Plan of Operation

- The applicant's proposed operations in the city, including the maximum number of SATS devices the applicant proposes to use, the plan for balancing and rebalancing SATS devices for equitable city-wide coverage, the plan for inspecting, repairing, servicing, and maintaining SATS devices, the plan for providing and maintaining adequate levels of staff for operation, inspection, repair, service, maintenance, rebalancing, and administration, and the plan to provide adequate customer service;

Local Office

- Permittees shall have a 24-hour, 7-day-a-week, 365-day-a-year hotline and a local office within the City, open, at minimum, from 8:00 a.m. to 5:00 p.m., Monday - Friday for customers to report safety concerns and complaints, and to ask questions, to take payments and conduct other business. Both the hotline and the local office shall be staffed by personnel who can and must respond or dispatch other personnel who can and must respond to customer or city concerns, complaints, and/or requests within two hours of complaint/request unless a shorter timeframe is specified elsewhere in this article.

Reporting

- Each permittee shall provide the City with all data concerning the permittee's SATS devices and their use, including real-time data; archival trip data; data pertaining to the frequency and location of trips; data pertaining to the deployment and rebalancing of devices; data pertaining to customer complaints and customer service response; data pertaining to device inspection, maintenance, and defects; accident data; data pertaining to system operations; etc.



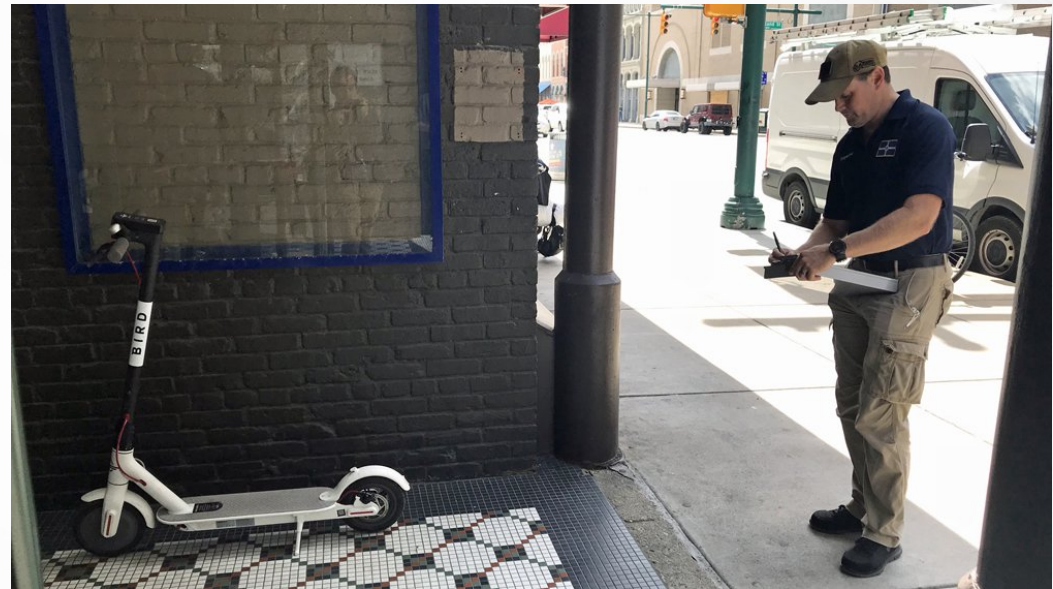
Operating Shared Devices

- Encouraged to wear helmets.
- Must be at least 16 years old and are encouraged to wear a helmet.
- North Carolina law requires persons operating the devices to follow applicable traffic laws.
- Prohibits operating the device on sidewalks in the downtown district, per the ordinance.



Penalties

Civil penalties shall be assessed for violations as prescribed in this article, including the terms of a permit. Written notice shall be given to the offender describing the nature of the violation and the amount of the civil penalty. The written notice shall be served to the permittee by US mail to the address listed on the permittee's application. The civil penalty shall be \$200.00 per violation plus the costs incurred by the City resulting from the violation, including costs of removing shared devices from the rights-of-way. Each day's continuing violation shall be a separate and distinct offense.



Revocation or Non-Renewal

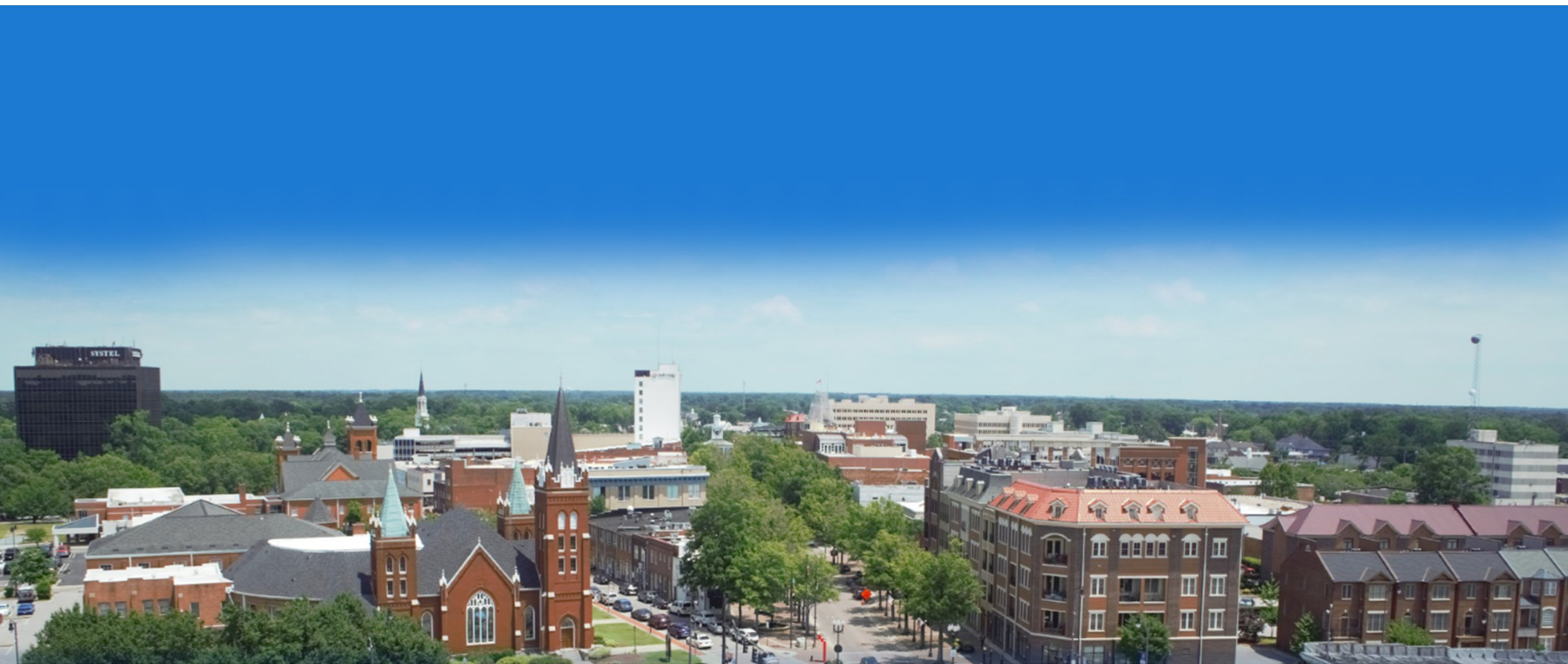


The Director may (i), at any time, revoke any permit issued to a permittee or (ii) refuse to renew a permit issued to a permittee under this article and require that permittee remove its entire fleet of shared devices from City designated areas for the following findings:

- The permittee or the permittee's agent or employee violated this article or the terms of the permit up to 10 occurrences.
- The permittee's customers operated the shared devices in such a manner as to create unsafe traffic conditions, cause a breach of the peace or public nuisance, violate any applicable law, or interfere with the rights of property owners abutting the right-of-way, and such operation is done to such an extent that the health, safety, and welfare of the citizens or their property is at substantial risk if the permit is allowed to continue in effect.

1. Adopt the Ordinance for Shared Active Transportation System for the period of one (1) year. In June 2024, the action will be reintroduced to continue the program or rescind the pilot;
2. Do not adopt the ordinance and provide direction to staff.





FayettevilleNC.gov

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 16, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA

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

Section 1. Section 16-1, Definitions, of Article I, In General, is amended by adding the following definitions in alphabetical order:

City Manager means the Chief Administrator of the City of Fayetteville or his/her designee.

Customer means a person that rents or operates a shared device from a shared active transportation system permittee.

Device operating area means the right-of-way (for all shared devices) where the operation of a shared device is authorized by a permit.

Department means the Public Services department.

Director means the Director of the City's Public Services department or his/her designee.

Electric-assisted bicycle means a bicycle with two or three wheels that is equipped with a seat or saddle for use by the rider, fully operable pedals for human propulsion, and an electric motor of no more than 750 watts, whose maximum speed on a level surface when powered solely by such a motor is no greater than 20 miles per hour.

Greenway trail means a pathway designated by signage as a public trail for bicycles and pedestrians and not for motorized vehicular use by the general public. A greenway trail is not located within the right-of-way of a street.

Motorized scooter means a vehicle that is steered by a steering handle, designed to be stood upon by the operator while the vehicle is in operation, and powered by a motor capable of propelling the vehicle at a speed no greater than 18 miles per hour on a level surface; and whose wheels have diameters of ten inches or less.

Operate means using the shared device for transportation when used in direct reference to a shared device. Operate includes to park a shared device.

Permit means a permit issued by the department pursuant to this article for a permittee to conduct a shared active transportation system.

Permittee is any person that conducts a shared active transportation system.

Rebalance means to move shared devices from one location to another, generally for the purpose of avoiding having too many devices in one location.

Right-of-way means the area owned or maintained by the City of Fayetteville, State of North Carolina, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities, or railroads.

Shared Active Transportation System (SATS) means a business that provides one or more shared devices for rentals where, by the design of the permittee, the shared devices are intended to be parked in a device operating area when not rented by a customer.

Shared device means bicycle, electrically assisted bicycle, or motorized scooter rented by a permittee to customers through a *Shared Active Transportation System (SATS)*.

Section 2. Article VIII, Pedestrians, Passengers, Bicycles, Pushcarts, and Buses, is amended by creating a new Section 16-223, Shared Active Transportation System (SATS), as follows:

Section 16-223. Shared Active Transportation System (SATS).

Unlawful to operate a Shared Active Transportation System (SATS) without authorization. It is unlawful for any person to conduct a shared active transportation system within the City except pursuant to this article.

a. Permits required; issuance; nature of permits.

- (1) No person may conduct a SATS in the City who does not hold a valid permit. A permit will be issued if the application meets the requirements of this article for issuance of the permit, including payment of applicable fees set by the City Council. The City Manager or his/her designee is authorized to write terms and conditions in permits as appropriate to effectuate this article, including limiting a permittee's shared device fleet size to improve permit compliance.
- (2) The application shall contain, at a minimum, the following information:
 - (a) The applicant's organizing documents (if a corporation, the applicant's articles of incorporation and by-laws; if a limited liability company, the applicant's articles of organization and operating agreement; if a partnership, the partnership's partnership agreement, etc.).
 - (b) If the applicant is a foreign business entity, a certificate of good standing from the secretary of state in the state where the applicant is incorporated, organized, or otherwise formed, as well as a certificate of authority to do business in North Carolina from the North Carolina Secretary of State.

- (c) If the applicant is a domestic business entity, proof that the applicant is properly registered with the North Carolina Secretary of State and current with respect to all requisite state and local filings and fees.
- (d) If the applicant is a sole proprietorship or does business under an assumed name, a copy of the applicant's completed "Assumed Business Name Certificate" is recorded with the Cumberland County Register of Deeds in Cumberland County, North Carolina.
- (e) The name and business address of each person or entity that:
 - 1) Has more than a 10 percent equity, participation, or revenue interest in the applicant; and/or
 - 2) Is a trustee, Director, partner, or officer of that entity or another entity that owns or controls the applicant.
- (f) The name and business address of any parent or subsidiary of the applicant, including those of any business entity which owns or controls the applicant, in whole or in part, or which is owned or controlled by the applicant, in whole or in part, together with a statement describing the business operations of any such parent or subsidiary and the nature of the relationship between said parent or subsidiary and the applicant.
- (g) Information sufficient to show that the applicant is financially, technically, and legally qualified to operate and maintain a SATS device system, as the City shall, in its sole discretion, determine.
- (h) A description of the proposed plan of operation, including, at a minimum, a detailed description of the following:
 - 1) The applicant's current operations in the city and in other cities, including copies of the applicant's operating permits for all such jurisdictions and an explanation of how the applicant's current and future operations will complement existing modes of transportation within Fayetteville, such as local transit agencies and existing, docked bike-share;
 - 2) The applicant's proposed operations in the city, including the maximum number of SATS devices the applicant proposes to use, the plan for balancing and rebalancing SATS devices for equitable city-wide coverage, the plan for inspecting, repairing, servicing, and maintaining SATS devices, the plan for providing and maintaining adequate levels of staff for operation, inspection, repair, service, maintenance, rebalancing, and administration, and the plan to provide adequate customer service;

- 3) The applicant's history of complying, and plans and ability to comply, with federal, state, and local law, rules, regulations, and guidelines, including, but not limited to, NCGS Ch. 20 and any federal, state, and local laws pertaining to data privacy, breach, and the protection of personal information obtained from or about customers of applicant's SATS devices;
 - 4) The applicant's plans to implement safety programs, including, for example, a program by which the applicant will receive information about and notify customers of inappropriate use;
 - 5) The applicant's plans to educate customers of SATS devices about applicable federal, state, and local laws, rules, regulations, and guidelines, as well as any safety and usage recommendations, warnings, or proscriptions the applicant or device manufacturers recommend; and
 - 6) Any other requirements set forth by administrative regulation.
- (3) Permits shall be valid for a period of 1 (one) year from the date of issue. Applicants may apply to renew their permits, following all the procedures prescribed herein. Applications for renewal shall be subject to the same standards of review as applications for an initial permit. Applicants must submit an updated insurance certificate meeting the requirements of this article with any application for a new or renewed permit. A permit does not grant exclusive rights to operate a shared active transportation system in device operating areas.
 - (4) Permits may not be transferred or assigned.
 - (5) Each permittee shall comply with its permit.

b. Equipment and shared devices requirements.

- (1) When used in a shared active transportation system, electric-assisted bicycles shall meet the standards in (i) the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, as amended; and (ii) the standards in ISO 43.150 - Cycles, subsection 4210, as amended.
- (2) All shared devices shall comply with the applicable equipment and vehicle registration requirements of NCGS Ch. 20.
- (3) Permittees shall provide, on every shared device, contact information of the permittee, including the website and phone number.

- (4) All shared devices must be equipped with technology, such as Global Positioning System (GPS), that allows the shared device to be located and tracked by the permittee at all times.
- (5) All shared devices shall be inoperable outside of the designed SATS District.
- (6) Permittees shall see that every shared device prominently displays a unique and easily read serial number or other identifier.

c. Operation of SATS.

- (1) A permit is valid for conducting a SATS within the device operating SATS District only and with the owner's or lawful occupant's consent on other real property. It is unlawful to operate a shared device on any real property outside device SATS District without the consent of the property's owner or lawful occupant. Each permittee shall have at all times the ability to discover when its shared devices are operated outside device operating areas and to communicate electronically that information to customers who have operated a shared device outside device operating areas. Permittees shall communicate to customers at the end of a trip when the shared device has been operated outside device operating areas.

Fayetteville's Shared Active Transportation System (SATS) District shall include the location as listed:

- (i) Hay Street between Winslow Street and Market Square, (ii) Franklin Street between Winslow Street and Gillespie Street, (iii) West Russell Street between Winslow Street and Donaldson Street, (iv) Segra Stadium access between Hay Street and Ray Avenue, (v) Person Street between Market Square and Ottis F. Jones Parkway, (vi) Winslow Street between West Russell Street and Hay Street, (vii) Williams Street between West Russell Street and Franklin Street, (viii) Ray Avenue between West Russell Street and Maiden Lane, (ix) Burgess Street between Hay Street and Maiden Lane, (x) Anderson Street between Hay Street and Maiden Lane, (xi) Gillespie Street between Market Square and Franklin Street, (xii) Maiden Lane, (xiii) Market Square, (xiv) Pittman Street, (xv) Maxwell Street, (xvi) Donaldson Street, (xvii) Old Street, (xviii) Bow Street, and (xix) Ottis F. Jones Parkway.
- (2) Permittees shall not restrict the operation of shared devices to only certain geographical areas of the city unless approved by the City.
- (3) Each permittee shall implement programs to reduce barriers to low-income persons to rent their shared devices by providing diverse payment options, including options for persons with neither a smartphone nor a credit card to rent their shared devices. These options shall be accessible to low-income persons at multiple locations within the permittee's area of operation.

- (4) Permittees shall provide docking stations for all SATS devices at approved locations in the designated district(s).
- (5) Notwithstanding any other provision of this article, no permittee or business may:
 - (a) Use, display, proffer, or make available for rent any motorized scooter or a new mode of dockless, shared transport upon any greenway, public park, or city parking deck;
 - (b) Display, proffer, or make available for rent any motorized scooter or electric-assisted bicycle that is capable of traveling at more than 20 miles per hour;
 - (c) Ride any shared device on any public sidewalk in the downtown area;
 - (d) Use any new mode of dockless, shared transport upon any public sidewalk;
 - (e) Deploy, station, leave, abandon, or park a SATS device in any public right-of-way or any public area in a manner that:
 - 1) Obstructs pedestrian or vehicular travel upon or blocks pedestrian or vehicular access to a public right-of-way (including, but not limited to, parking a device in anything other than an upright position or in a manner that blocks crosswalks, crosswalk activation buttons, ADA ramps, or otherwise violates ADA accessibility requirements or impedes ADA access);
 - 2) Blocks ingress or egress from a vehicle lawfully parked at the curb of a public right-of-way;
 - 3) Is nearer than 36 inches to a fire hydrant;
 - 4) Poses a public safety hazard; or
 - 5) Is otherwise prohibited by applicable laws or administrative regulations, all as the Director shall, in his or her sole and absolute discretion, determine;
 - 6) Use, display, proffer, make available for rent, station, or leave any motorized scooter on or in any public right-of-way between the hours of 10:00 p.m. and 6:00 a.m.;
 - 7) Display, proffer, or make available for rent any SATS device that is inoperable or unsafe to operate;

- 8) Each motorized scooter must be equipped with always-on front, side, and rear lights that emit a white light visible from a distance of at least 500 feet to the front, side, and rear.
- 9) Each SATS device must be equipped with a warning bell or horn and security hardware.
- 10) Each SATS device must be regularly inspected for wear and tear and stress-based damage. Each SATS device must be regularly maintained and repaired in accordance with manufacturers' recommendations. Worn or damaged parts must be immediately replaced. Unsafe or inoperable devices must be removed from the public right-of-way within 24 hours of notification to, or discovery by, the permittee, and devices that are unsafe to operate must immediately be made unavailable to the public, by the permittee, via remote device lock-down.

d. Permittee communication with customers.

- (1) Permittees shall include substantially the following information for prospective customers on the permittee's mobile app and website and also displayed on the shared device for which the information is applicable:
 - (a) Persons operating shared devices must be at least 16 years old and are encouraged to wear a helmet.
 - (b) North Carolina law requires persons operating the devices to follow applicable traffic laws.
 - (c) City ordinance prohibits operating the device on sidewalks in the downtown district.
 - (d) Operating shared devices are prohibited on greenway trails.
- (2) Permittees shall adopt and implement programs to educate customers on how to operate shared devices safely and all manufacturers' recommendations and warnings pertaining to the operation of devices, including knowledge of laws applicable to operating a shared device in the city.
- (3) Permittees shall communicate to prospective customers sufficient information on charges that may be made, including rates and dollar amounts of fees, including rental charges, minimum charges, maximum charges, charges for additional time, and charges for overage periods. If charges may be based on time or distance, information on the rate per minute, hour, mile, or other applicable time period or distance shall also be provided.
- (4) Permittees shall have a 24-hour, 7-day-a-week, 365-day-a-year hotline and a local office within the City, open, at minimum, from 8:00 a.m. to 5:00

p.m., Monday - Friday for customers to report safety concerns and complaints, and to ask questions, to take payments and conduct other business. Both the hotline and the local office shall be staffed by personnel who can and must respond or dispatch other personnel who can and must respond to customer or city concerns, complaints, and/or requests within two hours of complaint/request unless a shorter timeframe is specified elsewhere in this article.

Additionally, permittees are required to provide contact information for local operation staff for publishing on the City's website and or other materials.

- (5) All communications required by this article to be made by a permittee to prospective customers and customers shall be in clear, plain English and displayed in a sufficiently prominent way that the communication is apparent.
- (6) Each SATS device must prominently display a unique and conspicuous serial number or other identifiers, legible from a distance of 10 feet, the name and contact information, including website, email address, and phone number of the permittee under whose permit the device is authorized, legible from a distance of three feet, and information for users pertaining to safety, traffic laws, and manufacturers' recommendations and warnings.
- (7) Each permittee must require customers to affirmatively sign or check a box within the permittee's registration, service agreement, or mobile application prior to the customer's use of the permittee's device to indicate that the customer agrees to forever release, relinquish, and discharge the City and its officials, officers, employees, representatives, and agents from any and all known and unknown claims, demands, disputes, debts, losses, liabilities, liens, charges, expenses, penalties, proceedings, causes of action, suits, injuries, and damages, including, but not limited to, consequential, indirect, incidental, special, and exemplary damages, pertaining to any personal injury, wrongful death, or property damage which arises, in any manner, in connection with:
 - (a) The customer's rental, use, misuse, or proper or improper placement or parking of the permittee's devices;
 - (b) The City's issuance of, or decision to approve, the permittee's SATS device permit;
 - (c) The permittee's operations, acts, or omissions, including, but not limited to, any failure to inspect, repair, service, charge, and/or maintain devices and to communicate to customers applicable traffic safety laws and appropriate manufacturers' and other warnings and recommendations for the use of devices;
 - (d) Any defective device or equipment the permittee displays deploys, stations, offers for rent, rents, leaves, or abandons;

- (e) The permittee's improper placement or parking of any device;
- (f) The permittees or any of its officers, managers, employees, agents, or representatives' alleged or actual violation of any federal, state, or local law, rule, regulation, ordinance, or guidance in connection with the use of the permit, any device authorized thereunder, or the permittee's business operations;
- (g) The permittee's or any of its officers, managers, employees, agents, or representatives' violation or breach of this article, the administrative regulations adopted pursuant to this article;
- (h) The permittee's failure to secure the customer's consent to the collection, sharing, selling, or dissemination of data in the manner specified in this article, the permittee's failure to protect any such data or to perform financial transactions in accordance with this article; and all other applicable federal, state, and local laws, rules, and regulations;
- (i) The City's failure to enforce the provisions of this article, the administrative regulations adopted pursuant to this article, or permit, insurance, indemnification, security, and liability;
- (j) To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to any SATS device permits the city issues or the operation of any SATS devices thereunder. As a condition to the issuance of any SATS device permit, the applicant shall be required to meet all of the following conditions (and by accepting a permit, the applicant agrees to the following conditions):
 - 1) Execute an agreement, in a form approved by the city attorney, agreeing to release, indemnify, defend (at the applicant's sole cost and expense), and hold the City and its officers, officials, employees, representatives, and agents harmless from and against any and all claims, suits, causes of action, losses, damages, demands, injuries, liabilities, or losses, including, but not limited to, any consequential, indirect, incidental, special, or exemplary damages (collectively, the "claims"), which, in any manner, arise out of, in relation to, or in connection with:
 - a) The City Manager or his/her designee issuance of, or decision to approve, a SATS device permit;
 - b) The process used by the City Manager or his/her designee in making its/his/her decision;
 - c) The applicant's operations, acts, or omissions, including, but not limited to, any failure to inspect, repair, service, maintain, or properly place or park

devices and to communicate to customers applicable traffic safety laws and appropriate warnings and recommendations for the use of devices, including, but not limited to, any warnings or recommendations issued by manufacturers;

- d) Any defective device or equipment the applicant displays, deploys, stations, offers for rent, rents, leaves, or abandons;
 - e) The applicant's and/or its officers', managers', employees', agents', representatives', or customers' injury or damage to person or property in connection with the use of the permit or the use, misuse, or parking of any device authorized thereunder, including, but not limited to, any injuries or damage to the public rights-of-way;
 - f) The applicants or any of its officers, managers, employees, agents, representatives, or customers' alleged or actual violation of any federal, state, or local law, rule, regulation, ordinance, or guidance in connection with the use of the permit, any device authorized thereunder, or the applicant's business operations;
 - g) The applicant's or any of its officers, managers, employees, agents, or representatives' breach of the agreement; and/or
 - h) The City's failure to enforce the provisions of this article or any provision of the permit. The applicant's indemnification obligation shall apply to all the above-stated claims, regardless of whether any of the applicant's insurance policies apply thereto.
- 2) Obtain and maintain in continuous effect, for the duration of the SATS device permit and the applicant's use of the public rights-of-way, and one year thereafter, an insurance policy according to City policy from an insurer authorized to conduct business in the state of North Carolina with coverage limits and conditions, from time to time, naming the City an additional insured, on a primary and non-contributory basis to secure the applicant's indemnification obligations under this subsection and the aforementioned agreement. The applicant's insurance policy shall be endorsed to state that coverage shall not be canceled, and the amount of coverage shall not be materially reduced until 30 days following the City's receipt of prior written notice by certified mail. If any insurance policy issued to a permittee

is canceled or the amount of coverage thereof materially reduced for any reason, the SATS device permit issued under this article shall be automatically suspended. In order to reinstate the permit, the permittee shall provide a new certificate and policy of insurance to the City, meeting the requirements of this subsection. Original, signed certificates and endorsements evidencing the coverages required hereunder shall be submitted to the City prior to the issuance of or reinstatement of a permit.

- 3) Permittees shall provide the City with a performance bond or other security acceptable to the City in an amount determined by the City to be sufficient to cover the obligations of the permittee under the permit. The form of the bond is subject to approval by the department after it consults the city attorney and shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina. The bond shall guarantee the performance of all the obligations of the permittee under its permit. If the amount of the bond is set according to the number of deployed shared devices when a permittee intends to increase the number of deployed devices, the permittee shall submit a revised performance bond or other security acceptable to the City before the additional shared devices may be deployed.
- 4) Reimburse the City within 30 calendar days of the date of invoice for all costs and expenses, including, but not limited to, attorneys' fees and court costs, which the City incurs as a result of any legal challenge related to the City's approval of, or activities conducted pursuant to, the applicant's SATS device permit, the device, itself, or damages to the public rights-of-way, public areas, or other city property. The City may, in its sole discretion, elect to participate in defense of any such action. Still, such participation shall not relieve the applicant of any obligations imposed hereunder.
- 5) Reimburse the City within 30 calendar days of the date of invoice for all costs and expenses the City incurs (and which have not already been advanced) to repair the public rights-of-way or other city property damaged in connection with the applicant's and/or its officers', managers', employees', agents', representatives', or customers' use of the public rights-of-way pursuant to the permit issued to the applicant.
- 6) The applicant will conduct all defenses specified in this article at the applicant's sole cost and expense. The City shall reasonably approve the selection of the counsel that will represent the City. The applicant shall not settle or compromise any claim or consent to the entry of any

judgment which affects the City without the prior written consent of the City. In no event shall an adverse judgment be entered against the City, as part of a settlement, without the City's express, prior, written consent.

- 7) The indemnification obligations expressed in this article shall continue during the suspension of the SATS device permit and shall survive the expiration or earlier termination/revocation of the permit and the expiration or lapse of any insurance policy.

f. Parking, placement, rebalancing, and removing shared devices.

- (1) Shared devices shall not be parked in a way that may impede the regular flow of vehicular and pedestrian travel in device operating areas or otherwise cause a violation of the City Code, including this article. Permittees shall inform customers how and where to park a shared device in the manner required by this article. Shared devices shall be upright when parked. The permittee shall remove or re-park every one of its shared devices that are parked in violation of the permit or the City Code in accordance with the following:
 - (a) During the time period of 6:00 a.m. to 10:00 p.m. on weekdays, not including legal holidays, the permittee shall remove or re-park within two (2) hours of receiving notice from any person via mobile or other web application or phone number.
 - (b) During all other times, the permittee shall remove or re-park within 12 hours of receiving notice from any person via mobile or other web application or phone number.
- (2) At any time, the City Manager may make it unlawful to park shared devices in specific locations or portions of device operating areas or public property.
- (3) Permittees shall not deploy a shared device that is inoperable or unsafe to operate. Permittees shall remove from device operating areas within 24 hours of notice any inoperable shared device or any shared device that is not safe to operate.
- (4) Each permittee shall remove and secure its entire fleet of shared devices from device operating areas for all time periods for which the National Weather Service or its successor agency forecasts (i) sustained winds of 40 mph or higher for one hour or more or (ii) wind gusts of 58 mph or higher for any duration in the City.
- (5) Each permittee shall compensate the City for the costs incurred by the City in removing and storing its shared devices that have been improperly parked or rebalanced, including under the circumstances where a permittee fails to remove its shared devices in violation of its permit or in case its permit is terminated or otherwise not in effect.

- (6) Permittees shall provide the department with contact information so that it can order rebalancing. The City has the right to determine specific locations for rebalancing shared devices, as well as times when the shared devices must be removed from device operating areas.
- (7) If the City relocates or removes a permittee's shared devices because of a violation of a permit or this article, the permittee shall pay a fee in an amount set by the City Council.
- (8) The City Manager or his/her designee or any authorized employee of the City may impound any vehicle found in violation of this article and charge a civil penalty. The City Manager or his/her designee is authorized to dispose of an impounded vehicle subject to this article if civil penalties are not paid within 90 days of issuance.

g. Reporting.

- (1) Each permittee shall provide the City with all data concerning the permittee's SATS devices and their use, including real-time data; archival trip data; data pertaining to the frequency and location of trips; data pertaining to the deployment and rebalancing of devices; data pertaining to customer complaints and customer service response; data pertaining to device inspection, maintenance, and defects; accident data; data pertaining to system operations; etc. The data must be accurate, anonymized, and timely provided in a format and via an interface the City approves. The City will only request and use such data as the City needs to support the safe, equitable, and effective management of the permittee's operations within the City. The permittee shall also communicate clearly, conspicuously, and transparently to customers and prospective customers prior to the commencement of a trip whether the permittee will collect, share, or sell any other data and with whom. The permittee must seek and acquire a customer's permission prior to selling the customer's data or sharing it with parties other than the City. The permittee must provide customers an "opt-in" option in furtherance thereof. The permittee must protect and use industry-accepted encryption to encrypt all financial, personal, and uniquely identifying information it collects, stores, or disseminates in strict compliance with all applicable federal, state, and local laws, rules, and regulations. All financial transactions in which the permittee engages with customers must be secure and payment-card-industry compliant.
- (2) Each permittee shall compile, for all of its shared devices deployed in the City, records of collisions or accidents reported to the permittee, the police, or the NC Department of Motor Vehicles, and records of maintenance and repair. Records shall be shared with the City when and in the manner required by the permit at the City's request.

h. Revocation or non-renewal of permit; review of decisions.

- (1) *Revocation or non-renewal; grounds and procedure for revocation or non-renewal.* The Director may (i), at any time, revoke any permit issued to a

permittee or (ii) refuse to renew a permit issued to a permittee under this article and require that permittee remove its entire fleet of shared devices from City designated areas for the following findings:

- (a) Fraud, misrepresentation, or a knowingly false statement with respect to a material fact in the permit application or permit renewal application;
 - (b) The permittee or the permittee's agent or employee violated this article or the terms of the permit up to 10 occurrences;
 - (c) The permittee's customers operated the shared devices in such a manner as to create unsafe traffic conditions, cause a breach of the peace or public nuisance, violate any applicable law, or interfere with the rights of property owners abutting the right-of-way, and such operation is done to such an extent that the health, safety, and welfare of the citizens or their property is at substantial risk if the permit is allowed to continue in effect;
 - (d) The permittee is convicted of any criminal offense that is substantially related to the qualifications, functions, duties, or abilities of the applicant, including, but not limited to, any such pertaining to violent or serious felony, fraud, deceit, or embezzlement; or
 - (e) Fails to pay any penalties or fines imposed by the City pursuant to this article; fails to pay any impound fees imposed by the City pursuant to this article.
- (2) Except in the case of emergency or impracticality, before revoking the permit or denying renewal of a permit, the Director shall provide notice to the permittee and an opportunity to be heard ten (10) business days prior to the hearing. A permit may be revoked or permit renewal denied pursuant to this section even if the person making the findings pursuant to this section had made a contrary finding before the permit was issued or renewed, regardless of whether the facts upon which the finding is made had changed.
- (3) *Notice.*
- (a) The Director shall cause a written notice of the revocation or denial of a renewal to be served on the permittee by first-class mail, email, or other electronic means or fax, to the address or number shown on the permit application or by any method allowed by law for service of a summons in a civil action. The person serving the notice may be anyone 18 years or older, including the Director.
 - (b) If the Director finds that time before a proposed hearing is insufficient to allow service in accordance with subsection (a), the Director may, as an alternative to the means listed in subsection (a), notify the permittee by telephone of the grounds for revocation or

denial of renewal and of the right to appeal, provided a written notice is also sent in accordance with subsection (a) on or before the next day that is not a holiday.

- (c) The notice described in subsection (a) shall set forth a brief statement of the grounds for revocation or denial of renewal and of the right to appeal.
 - (d) The Director shall see that a written record is made to show compliance with this section (3).
- (4) *Retention of fees; waiting period.* If the City revokes a permit, the City shall retain the fee, if any, paid for the permit. In the case of a denial of a permit renewal, the City shall either not accept the renewal fee or return the renewal fee to the permittee. The person whose permit is revoked or renewal denied for grounds stated in subsection (1)(a), (1)(b), or (1)(c), regardless of whether additional grounds existed, shall not be issued a permit under the same section of this article for the remainder of the time for which the revoked permit had been issued or, in the case of a denial of permit renewal, for the term of the renewal period. The City shall use reasonable judgment in deciding whether two applicants are the same so that, for example, technical changes in the applicant, or where the applicant one year is a corporation, and the next year it is an affiliate or subsidiary of the same corporation, may not be disregarded.
- (5) *Review of decisions.* If the issuance, re-issuance, or renewal of a permit is denied, or a permit is revoked, or the permit terms are deemed unacceptable to the permittee, or makes any other decision pursuant to this article with respect to a permit, the applicant or permittee may have that decision reviewed by filing a written request in the office of the City Manager or his/her designee within ten days of the date of the notice of determination. The City Manager shall conduct a hearing in order to review the decision. The City Manager shall cause a written notice of the time and place of the hearing to be given or sent to the person seeking review. The permittee may appear in person or through counsel and may present evidence, provided, however, that the hearing officer shall have the authority to conduct the hearing in the manner and for the period of time that he or she deems appropriate to make a decision. The City Manager or his designee may affirm, deny, or modify the decision. The City Manager's determinations under this section shall constitute the final decision of the City and shall not be subject to further administrative review. Failure to request a review within the time and in the manner provided for in this subsection shall constitute a waiver of the right of review. The permit may be used during the review process only if the City Manager or his/her designee determines that its use would not constitute a substantial threat that the grounds described in subsection (1)(b) or (1)(c) will occur, re-occur, or continue during the review process.

i. Penalties for violations.

- (1) *Assessment of civil penalties.* Civil penalties shall be assessed for violations as prescribed in this article, including the terms of a permit. Written notice shall be given to the offender describing the nature of the violation and the amount of the civil penalty. The written notice shall be served to the permittee by US mail to the address listed on the permittee's application. The civil penalty shall be \$200.00 per violation plus the costs incurred by the City resulting from the violation, including costs of removing shared devices from the rights-of-way. Each day's continuing violation shall be a separate and distinct offense.
- (2) *Review of assessment of civil penalties.* Any person who has been assessed a civil penalty under this article may appeal the penalty, pursuant to Section 1-9(2) of the City of Fayetteville Code of Ordinances, by filing a written request to the City Attorney's Office within fifteen days of the date of service of the notice of the civil penalty. The person assessed the penalty and the Director may appear in person or through counsel and may present evidence, provided, however, that the hearing officer shall have the authority to conduct the hearing in the manner and for the period of time that he or she deems appropriate to make a decision. The hearing officer may affirm, deny, or modify the decision complained of, and the hearing officer's decision shall be final. Failure to request a review within the time and in the manner provided for in this subsection constitutes a waiver of the right of review.
- (3) *Collection of civil penalties.* If the offender does not pay the civil penalty within ten days after having been served with the notice of the civil penalty or filing an appeal, the City may collect the civil penalties by causing to be commenced civil actions in the nature of the debt. The City Manager or his/her designee may compromise such claims, before or after commencement of the civil action, upon a finding that there is a reasonable probability that the City will be unable to collect the entire amount of the claim, that the amount offered in compromise of the claim reasonably reflects either the amount of money available from the offender or the amount the City is likely to recover in the civil action, taking into account the resources required to pursue the civil action, and that the facts and circumstances of the events giving rise to the claim, taken as a whole, indicate that the amount offered in compromise is fair and reasonable. Using the foregoing standards, in an appropriate case, the claim may be abandoned.
- (4) *Equitable remedies.* Any provision of this article, the administrative regulations adopted pursuant to this article, or the permit issued hereunder may be enforced by an equitable remedy, including abatement orders and mandatory or prohibitory injunctions issued by a court of competent jurisdiction. The Cumberland County Superior Court shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application by the City for equitable relief that there is an adequate remedy at law.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become effective July 1, 2023, and be made part of the Code or Ordinances, City of Fayetteville, North Carolina, and the section of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2023.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

PAMELA J. MEGILL, City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 23-3305

Agenda Date: 4/10/2023

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 9.03

TO: Mayor and Members of City Council

THRU: Marion J. Noland, Interim PWC CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: April 10, 2023

RE:

Phase 5 Annexation Utility Improvement Project Area 23.2 Public Hearing on the
Preliminary Assessment Roll

COUNCIL DISTRICT(S):

6

Relationship To Strategic Plan:

High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:

Holding a Public Hearing to receive public comment for Annexation Areas is part of the statutory requirement process.

Background:

Preliminary Assessment Notices were mailed on March 20, 2023 informing property owners of their Assessments and Public Hearing date. A noticed was published in the Fayetteville Observer on March 31, 2023 for the Preparation of the Preliminary Assessment Roll and Public Hearing.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council hold the Public Hearing on April 10, 2023 for the purpose of the Preliminary Assessment Roll and public comment.

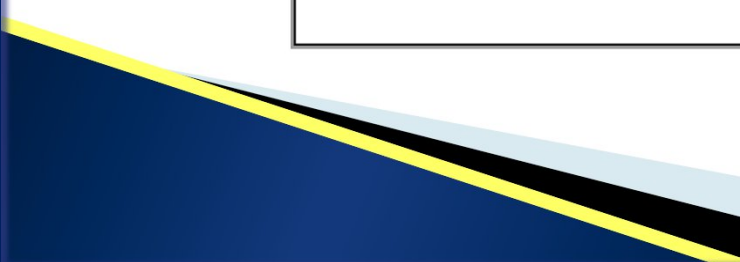
Attachments:

Phase 5 Annexation Utility Area 23.2 PowerPoint Presentation

Phase V Annexation

Construction Area 23.2

Public Hearing
April 10, 2023
Council District 6



Project Overview

- ▶ Events To-Date
- ▶ Proposed Project Schedule
- ▶ Cost to Property Owners
- ▶ Financing Options

Events To-Date

- ▶ March 26, 2018 - Survey & Appraisal Notification Letters Mailed to Property Owners
- ▶ January 28, 2019 - Council Adopted the Preliminary Assessment Resolution
- ▶ February 08, 2019- Copies of Resolution Mailed to Property Owners

Proposed Project Schedule

- ▶ Advertise Construction Bids – April 27, 2020
- ▶ Construction Complete – June 14, 2022
- ▶ Preliminary Assessment Roll – February 27, 2023
- ▶ Confirm Assessments – May 8, 2023

Cost to Property Owners

- ▶ Residential: Typical single family residential lot: \$5,000
- ▶ Non-Residential: For all other properties, a per front foot rate of \$55.56 with a 90' minimum plus the average lateral charge
- ▶ Interest Rate: Prime rate plus 2% per year, set as of July 1 of the fiscal year the assessment role is confirmed, not to exceed 8%

Payment Options

- ▶ Pre-Pay
- ▶ In Full (No interest within 30 days from published notice)
- ▶ Financing
 - 10 year term
 - Annual or monthly installments
 - Example: \$58 per month based on 10 years at 6.75%

Phase V Annexation

Construction Area 23.2

Public Hearing
April 10, 2023
Council District 6



City of Fayetteville

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

City Council Action Memo

File Number: 23-3306

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 9.04

TO: Mayor and Members of City Council

THRU: Marion J. Noland, Interim PWC CEO/General Manager
Fayetteville Public Works Commission

FROM: Fayetteville Public Works Commission

DATE: April 10, 2023

RE:

Phase 5 Annexation Utility Improvement Project Area 24A Public Hearing on the
Preliminary Assessment Roll

COUNCIL DISTRICT(S):

8

Relationship To Strategic Plan:

High Quality Built Environment - Neighborhoods and Infrastructure

Executive Summary:

Holding a Public Hearing to receive public comment for Annexation Areas is part of the statutory requirement process.

Background:

Preliminary Assessment Notices were mailed on March 20, 2023 informing property owners of their Assessments and Public Hearing date. A noticed was published in the Fayetteville Observer on March 31, 2023 for the Preparation of the Preliminary Assessment Roll and Public Hearing.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

Staff recommends Council hold the Public Hearing on April 10, 2023 for the purpose of the Preliminary Assessment Roll and public comment.

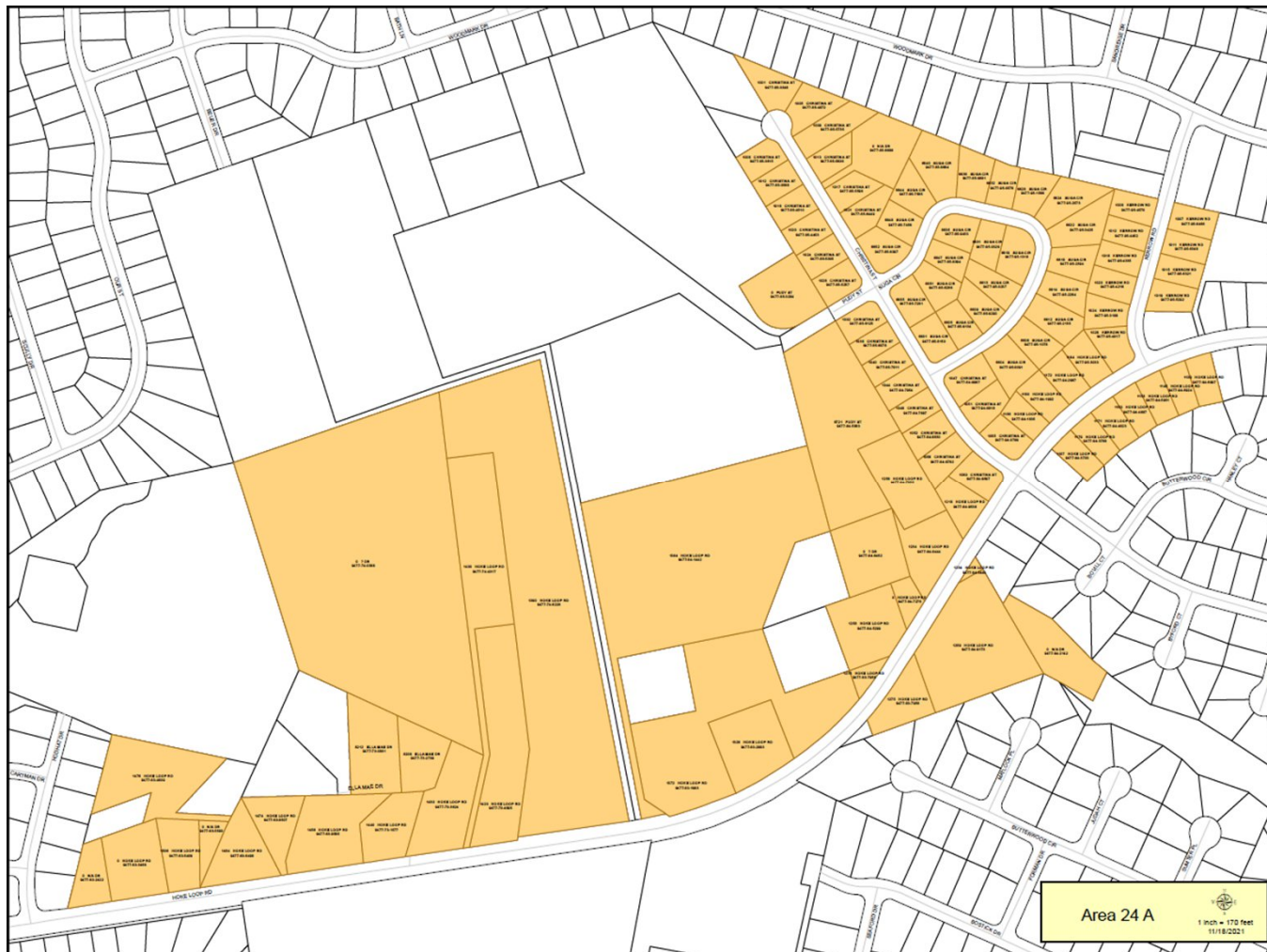
Attachments:

Phase 5 Annexation Utility Area 24A PowerPoint Presentation

Phase V Annexation

Construction Area 24A

Public Hearing
April 10, 2023
Council District 8



Project Overview

- ▶ Events To-Date
- ▶ Proposed Project Schedule
- ▶ Cost to Property Owners
- ▶ Financing Options

Events To-Date

- ▶ January 30, 2019 - Survey & Appraisal Notification Letters Mailed to Property Owners
- ▶ February 10, 2020 - Council Adopted the Preliminary Assessment Resolution
- ▶ February 28, 2020 - Copies of Resolution Mailed to Property Owners

Proposed Project Schedule

- ▶ Advertise Construction Bids – April 15, 2020
- ▶ Construction Complete – August 23, 2021
- ▶ Preliminary Assessment Roll – February 27, 2023
- ▶ Confirm Assessments – May 8, 2023

Cost to Property Owners

- ▶ Residential: Typical single family residential lot: \$5,000
- ▶ Non-Residential: For all other properties, a per front foot rate of \$55.56 with a 90' minimum plus the average lateral charge
- ▶ Interest Rate: Prime rate plus 2% per year, set as of July 1 of the fiscal year the assessment role is confirmed, not to exceed 8%

Payment Options

- ▶ Pre-Pay
- ▶ In Full (No interest within 30 days from published notice)
- ▶ Financing
 - 10 year term
 - Annual or monthly installments
 - Example: \$58 per month based on 10 years at 6.75%

Phase V Annexation

Construction Area 24A

Public Hearing

April 10, 2023

Council District 8



City of Fayetteville

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

City Council Action Memo

File Number: 23-3280

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 10.01

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, City Manager

FROM: Rose Rasmussen, CIA, Internal Audit Director

DATE: April 10, 2023

RE:

Audit Committee Annual Report to City Council

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal 5: Financially sound City providing exemplary services.

Executive Summary:

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

Background:

The Audit Committee met four times during fiscal year 2022. The Audit Committee assisted the City Council by reviewing financial information, reviewing management reports, and providing independent recommendations regarding scope, priority, and methods of audit related activities within the City.

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

Issues/Analysis:

Key highlights of the Audit Committee for July 2021 to June 2022 included: 5 audit reports issued and approved with 13 of 14 recommendations accepted by management; 1 follow-up audit report issued and approved; and the fiscal year ending June 30, 2021 Comprehensive Annual Financial Report received and approved.

Internal audit reports released and approved by the Audit Committee since July 1, 2022: (1) Police Department Confidential Funds, (2) Subrecipient Grant Monitoring, and (3) Procurement Card.

Budget Impact:

None

Options:

Accept the report or request additional information from staff or the Committee.

Recommended Action:

Accept the report as presented.

Attachments:

Audit Committee Annual Report for Fiscal Year 2022
Internal Audit Annual Report for Fiscal Year 2022



Honorable Mayor Mitch Colvin and Members of the City Council

City of Fayetteville
433 Hay Street
Fayetteville, NC 28302

Re: Fiscal Year Ending June 30, 2022, Annual Report of the Audit Committee

Dear Mayor Colvin and City Council Members:

I am pleased to submit the Annual Report of actions and recommendations for the Audit Committee for fiscal year 2022 in accordance with the guidelines set forth in the City of Fayetteville, NC Audit Committee Charter.

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

Voting Members	Non-voting Members
Mayor Pro Tem Johnny Dawkins	Commissioner Ronna Rowe Garrett, PWC Chair
Council Member Derrick Thompson	Douglas Hewett, City Manager
Council Member D.J. Haire	Rose Rasmussen, CIA, Internal Audit Director
Ron O'Brien, FTCC	
Dr. Mfon Akpan, Methodist University	

Four outgoing members, Amy Samperton, FTCC, former Council Members Larry Wright and Yvonne Kinston, and Retired Internal Audit Director Elizabeth Somerindyke were a crucial part of the committee during the fiscal year.

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

The Audit Committee met four times over fiscal year 2022. The Audit Committee assisted the City Council by reviewing financial information, reviewing management reports, and providing independent recommendations regarding the scope, priority, and methods of audit related activities within the City.

Specifically, the Audit Committee attended to the following duties:

We received and reviewed the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2021 from the independent auditors PBMares LLP.

We received and reviewed the Fiscal Year 2022 Internal Audit annual work plan and monitored progress in addressing the risk priorities for the fiscal year ended June 30, 2022.

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

Audits	Status as of 6/30/2022
Wireless Communication Usage	Report Issued and Approved August 2021
WEX Fuel Card Follow-up #2	Report Issued and Approved August 2021
Police Confidential Funds	Report Issued and Approved November 2021
Vector Fleet Contract	Report Issued and Approved November 2021
Fire Kronos Implementation	Report Issued and Approved January 2022
Changes to Employee Pay	Report Issued and Approved April 2022

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

We discussed staffing concerns within the Internal Audit Department to determine if staffing was adequate in order for the department to meet its objectives. This will continue to be a focus moving into the next fiscal year as the Audit Committee is committed to assisting the City Council in fulfilling its oversight responsibilities for the overall stewardship of the City's resources and operations.

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

Respectfully,

Audit Committee Chair

Attachment: Internal Audit Annual Report for Fiscal Year 2022



Internal Audit Annual Report

Fiscal Year 2022

Director of Internal Audit
Elizabeth Somerindyke

Senior Internal Auditor
Rose Rasmussen

Internal Auditor
Amanda Rich



OUR MISSION

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

Director of Internal Audit
Elizabeth Somerindyke

Senior Internal Auditor
Rose Rasmussen

Internal Auditor
Amanda Rich

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[Internal Audit | Fayetteville, NC \(fayettevillenc.gov\)](#)

Mailing Address: 433 Hay Street, Fayetteville, NC 28301

INTRODUCTION

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

PURPOSE/MISSION

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

Key Performance Measures	FY 2021 Actual	FY 2022 Actual	FY 2023 Target
% of Internal Audit recommendations accepted by management	100%	100%	100%

Acceptance of audit recommendations is an indicator of service quality. In fiscal year 2022, management accepted and provided estimated implementation dates for 14 of 14 recommendations included in two audit reports issued during the fiscal year. These results exceed the 83% industry benchmark published by the Association of Local Government Auditors.

AUTHORITY

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

RESPONSIBILITY

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

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

AUDIT SERVICES

AUDITS	STATUS
<p>WEX Fuel Card Follow-up - Police (A2019-05F2) Overall, substantial progress was made related to the audit recommendations with 8 of 12 recommendations progressing to full resolution. The Police Department updated their WEX Fuel Card SOP on March 25, 2021 to include updates on the departmental monthly review, procedures for safeguarding fuel cards, and additional review requirements to ensure fuel card existence. The monthly review process included an evaluation of 8 WEX reports used to detect and follow-up on exceptions.</p>	<p>Report Issued August 2021</p>
<p>Wireless Communication Usage (A2021-02) Based upon test work performed, Internal Audit concluded:</p> <ol style="list-style-type: none"> 1. An opportunity existed for cost savings through increased oversight and accountability of cellular service plans; and 2. A clear system of inventory management is needed to safeguard devices. 	<p>Report Issued August 2021</p>
<p>Police Department Confidential Funds (A2021-01) The Vice Investigative Division administered the confidential funds in accordance with established procedures, and internal controls were satisfactory and worked effectively. There were no significant exceptions noted. However, corrective actions had not been finalized by management to address recommendations detailed in fiscal year 2016 and 2018 audit reports. Audit recommendations related to updating operating procedures remained not implemented.</p>	<p>Report Issued November 2021</p>
<p>Vector Fleet Contract (A2020-04) This audit highlighted vague contract terms that made it difficult to understand the contract requirements, ultimately impacting the success of the fleet function. Since the completion of the audit in September 2020, management transitioned the City of Fayetteville's fleet management services from the on-site Contractor to a City operated fleet maintenance operation with the strategic plan goal of being a financially sound city providing exemplary city services. The contract with the on-site Contractor was mutually dissolved on June 30, 2021. Therefore, audit recommendations related to contract terms were no longer applicable.</p> <p>However, in reference to Internal Audit's recommendations related to the oversight of fleet services, management intends to either implement or consider establishing a Fleet Committee, create and/or update current policies and procedures related to fleet management and maintenance, and prepare and schedule appropriate training.</p>	<p>Report Issued November 2021</p>
<p>Fire Kronos Implementation Audit (A2022-01) Based on the audit work performed, the Office of Internal Audit concluded overall the implementation was sufficient for employees to be paid correctly, but internal controls could be strengthened to include payroll policies, updated procedures, and a review and approval of payroll information in Kronos conducted by an independent party.</p>	<p>Report Issued January 2022</p>
<p>Changes to Employee Pay Audit Based upon test work performed, Internal Audit concluded controls were sufficient for base pay adjustments to be properly approved, accurately calculated, processed timely and adequately supported.</p> <p>Although not findings, Internal Audit identified the following improvement opportunities:</p> <ol style="list-style-type: none"> 1. Clarify guidelines to reduce the potential for varying interpretations. 	<p>Report Issued April 2022</p>

2. Consider reviewing the pay adjustment reasons and change codes to ensure coding is consistent and only codes necessary are carried forward into the new enterprise resource planning (ERP) system.	
Subrecipient Grant Monitoring Audit (A2022-04) The audit report was presented to the Audit Committee in October 2022. Based upon test work performed, Internal Audit concluded subrecipient agreements were in place and monitoring was performed. However, controls could be improved through: <ol style="list-style-type: none"> 1. Updates to agreement templates; 2. Staff training on use and monitoring of the funds, and 3. Establishing written procedures. 	Audit In Progress
Police Confidential Funds (A2022-05) The audit report was presented to the Audit Committee in October 2022. Based upon test work performed, Internal Audit concluded the Division was generally in compliance with the applicable guidelines; and adequate internal controls existed. There were no significant exceptions noted. In addition, findings from prior years were implemented through updates to operating procedures.	Audit In Progress

FRAUD, WASTE AND ABUSE INVESTIGATIONS

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

For fiscal year 2022, there were 9 incidents reported of which 33% were reported through the Fraud Hotline. Table 1 summarizes the various types of allegations received.

TABLE 1	%	%	100%
ALLEGATION TYPE	HOTLINE	NON-HOTLINE	TOTAL
Accounting / Audit Irregularities	0	2	2
Conflicts of Interest	0	1	1
Customer Relations	1	0	1
Discrimination	1	0	1
Fraud	1	1	2
Kickbacks	0	1	1
Theft of Goods/Services	0	1	1
TOTAL	3	6	9

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

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

Table 2 summarized assignments and dispositions for allegations reported and/or resolved during fiscal year 2022.

TABLE 2	ASSIGNMENT		
DISPOSITION	REFER	INVESTIGATE	TOTAL
Department Resolution	0	1	1
Non-Actionable	0	4	4
Unsubstantiated	0	1	1
Open/Ongoing Allegations	0	0	0
Substantiated	0	2	2
Substantiated – No Violation	0	0	0
Inconclusive	1	0	1
TOTAL	1	8	9

The City's Fraud, Waste and Abuse Policy is intended to enhance employee awareness and reporting of suspected fraud, waste and abuse. Allegations resolved during fiscal year 2022 resulted in the following:

- Improved procedures and/or management controls;
- Employee safety improvements;
- Enhanced awareness of and/or compliance with existing regulations and/or policies; and
- Situation appropriate personnel-related actions.

LEADERSHIP AND OTHER ACCOMPLISHMENTS

The Office of Internal Audit distributed and reviewed the annual conflict of interest questionnaires provided to the Mayor, City Council, City management and a random sample of City employees as required by the City's Code of Ethics, Section 2-95(j) Conflict of Interest Questionnaire. As a response to the COVID-19 Pandemic, Internal Audit personnel provided training regarding fraud, waste and abuse through a recorded video in lieu of in person presentation. The video was presented to approximately 260 new employees during new employee orientation (NEO). This training has moved from bi-weekly to a monthly basis.

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

Due to the COVID-19 Pandemic, Internal Audit's training and career development for fiscal year 2022 included webinars offered through the ALGA (Association of Local Government Auditors), the IIA (Institute of Internal Auditors), the ACFE (Association of Certified Fraud Examiners), and Cherry Bekaert LLP. This training included specific training for local government auditors, ethics, fraud, and Governmental Accounting Standards updates. Internal Audit personnel are members of ALGA, the IIA and the ACFE.

SUMMARY

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



City of Fayetteville

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Fayetteville, NC 28301-5537
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City Council Action Memo

File Number: 23-3294

Agenda Date: 4/10/2023

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 10.02

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, ICMA-CM, City Manager
Jeffrey Yates, Assistant City Manager
Kimberly Leonard, Budget Director

FROM: Chris Lowery, Strategic and Performance Analytics Manager

DATE: April 10, 2023

RE:

City Manager's Update - City Council Agenda Item Requests

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal I: Safe and Secure Community

Goal II: Responsive City Government supporting a diverse and viable economy

Goal III: City Investment in Today and Tomorrow

Goal IV: Desirable place to live, work and recreate

Goal V: Financially sound City providing exemplary City services

Goal VI: Collaborate citizen and business engagement

Executive Summary:

The City Council members submitted and approved eight City Council Agenda Item Requests from January 2023 to March 2023 and 31 since March 2022. The Office of Strategic & Performance Analytics (SPA) supervised by Kimberly Leonard, tracks each item from its approval to completion. This summary is intended to highlight each City Council Agenda Item Request and provide a status of these approved items.

Background:

City Council members are authorized to submit requests to staff through an adopted Code of Conduct. The *Mayor and City Council Protocol and Code of Conduct - #115.15* was adopted by Council on April 8, 2013. The City Council adopted these protocols to guide the City Council with the appropriate process of engaging with staff. Within the protocol and code of conduct, there are four categories listed, each with protocols defined:

- City Council Requests for Information from Staff
 - Protocol 1 - Simple Information
 - Protocol 2 - Complex Information or Research
 - Protocol 3 - Question on Agenda Item
 - Protocol 4 - City Council Request for Lobbying or Legislative Advocacy
 - Protocol 5 - City Council Request of PWC for information
- City Council Service Request from Citizens
 - Protocol 6 - Citizen Service Requests
- City Council Staff Expectations
 - Protocol 7 - City Staff Response Time
 - Protocol 8 - Public Meetings Held by Staff
- City Council Interactions
 - Protocol 9 - Communication among Mayor and City Council
 - Protocol 10 - Council Work Session Policy
 - Protocol 11 - Council Member Request to Add Agenda Items

Protocol 12 - Council Modification of Existing Agenda

Issues/Analysis:

The Council Agenda Request Tracker accompanies this memorandum. The attachment provides the requestor, Agenda Request, Council Direction, Status, and Time Analysis of return.

Budget Impact:

None

Options:

City Council accepts the administrative report for public record.

City Council does not accept the report and provides guidance to staff.

Recommended Action:

City Council accepts the administrative report for public record.

Attachments:

Council Agenda Request Tracker.pdf

COUNCIL AGENDA REQUEST TRACKER (CART)

Status Color Legend & Toggle

Accomplished	Ongoing	180 Days Ongoing	Needs Council Direction
ON	ON	ON	ON



Requestor	Co-Requestor	Meeting	Date	Request	Status	CART	Staff Owner	Co-Owner/s	Council Direction	Updates	Actual End Date
Mayor Mitch Colvin		WS	2/1/2021	Development Incentives - Requested staff to conduct research and bring recommendations to Council on how the city can encourage development in certain areas of the City.	Accomplished	YES	Dr. Telly Whitfield		Council directed staff to look at programs that were offered in the 1990s.	<ul style="list-style-type: none"> Partnered with the Home Builders Association and looking at how the City can increase development incentives. Council approved incentives for affordable housing in redevelopment areas. Next steps to establish housing trust funds with ARPA funds and hopeful passage of \$12M GO bond for housing on 11/8/22. 	Jun-22
Kathy Jensen		WS	2/1/2021	Renaming of Cross Creek Park - Requested the City to rename Cross Creek Park in honor of the late Mayor Beth D. Finch.	Accomplished	YES	Michael Gibson		Council directed staff to move this item forward to the P&R Advisory Board.	<ul style="list-style-type: none"> Council approved the renaming on March 8, 2021. 	Mar-21
Shakeyla Ingram		WS	2/1/2021	The Building Makes me Feel Project - CM Ingram proposed the "This Building Makes me feel" pop-up chalk mural walls for citizens to express themselves.	Accomplished	YES	Michael Gibson		Council directed staff to authorize the program.	<ul style="list-style-type: none"> The Market House repurposing working group added the "Building Makes me Feel" project recommendation of over 12 for the City SPIRIT engagement event/meeting At the April 15, 2021 Regular City Council Meeting – the recommendations from the Working Group were provided as an Update to Council. This item has been combined with the City SPIRIT community engagement Market House Repurposing discussions. 	May-21
Tisha Waddell		WS	3/1/2021	Amendment to Legislative Agenda - Requested to direct staff to create a resolution to place specific funding amounts for state delegation funded projects.	Accomplished	YES	CMO	City Clerk's Office	Council directed staff to send a letter to the State Delegation and include the funding request to be no less than \$22 Million in state funding.	<ul style="list-style-type: none"> Letter sent to state delegation. 	Mar-21
Chris Davis		WS	3/1/2021	Community Policing Advisory Board - Requested staff to research, develop, and present options for Council to formally adopt a CPAB.	Accomplished	YES	Michael Whyte		Council directed staff was to move forward with planning and development of the CPAB.	<ul style="list-style-type: none"> Council adopted the CPAB charter on August 23, 2021. 	Aug-21
Mayor Mitch Colvin		WS	3/1/2021	Employee Down Payment Assistance Program Expansion - Requested Council consensus to expand the good neighbor program to include first responders and health care workers.	Accomplished	YES	Chris Cauley		Council directed staff to expand the program and report to council with recommendations.	<ul style="list-style-type: none"> READY March 7, 2022 Work Session 22-2503 – Discussion to Expand Good Neighbor Loan Program March 22 - Submitted to work session April 11 – budget ordinance to council 	Apr-21
Yvonne Kinston		WS	3/1/2021	Signature Technology - Requested Council to direct staff to investigate a more effective way to meet the needs of citizens when collecting signatures for petitions.	Accomplished	YES	Dwayne Campbell		Council directed staff to develop solutions to CM Kinston's request – and to follow up with council with recommendations.	<ul style="list-style-type: none"> Staff provided administrative report on August 23, 2021 Program begins on September 7, 2021 	Aug-21
Yvonne Kinston		WS	3/1/2021	National Clean-up Day - Requested Council consensus to participate in National Cleanup day on September 18, 2021.	Accomplished	YES	CMO	Public Service, Parks & Recreation	Council directed staff to initiate event planning and execute a community clean up event on September 18, 2021.	<ul style="list-style-type: none"> Staff has planned the event and provided the concept of the event to CM Kinston and Council Media campaign began August 13, 2021 Open volunteer registration begins August 16, 2021 	Aug-21
Shakeyla Ingram	Courtney Banks-McLaughlin, Tisha Waddell, Yvonne Kinston	WS	3/1/2021	Resolution in support of the Crown Act - Requested to establish and pass a resolution in support and to review and update its personnel policies.	Accomplished	YES	Jerry Clipp		Council directed staff to research this item and report back.	<ul style="list-style-type: none"> Council adopted a Resolution Authorizing the CROWN Act for the City of Fayetteville. 	Aug-21
Yvonne Kinston		WS	4/2/2021	Cliffdale Road Survey - Requested to direct staff to seek assistance from NCDOT and request a study be conducted to improve safety.	Accomplished	YES	Lee Jernigan		Council directed staff to report back with findings and recommendations.	<ul style="list-style-type: none"> Staff provided an update and status of NCDOT projects along Cliffdale Road. 	May-21
Mayor Mitch Colvin		WS	4/2/2021	USDOJ – City SPIRIT - Requested Council to request the Community Justice Department of USDOJ to facilitate racially charged issues in the City.	Accomplished	YES	Yamile Nazar		Council directed staff and the Human Relations Commission to initiate the request for City SPIRIT.	<ul style="list-style-type: none"> March 28, 2022 – Presentation to Council – Council directed further engagement beyond the City Spirit model. 	Apr-21
Larry Wright	Yvonne Kinston	WS	4/2/2021	Streetlights on Cliffdale Road - Requested to make street lighting on Cliffdale Road a priority and urgent matter.	Accomplished	YES	Lee Jernigan		Council directed staff to bring back the requested report in a council meeting.	<ul style="list-style-type: none"> Staff provided council the current processes, agreements, and way ahead regarding safety features and other improvements on Cliffdale Road. 	Apr-21

Courtney Banks-McLaughlin	Larry Wright	WS	4/2/2021	Clean up litter by hiring homeless Requested Council - Requested consensus from Council for staff to provide information and recommendations for employing the homeless to pick up litter.	Accomplished	YES	CMO	Parks and Recreation Department, ECD, & Public Services	Council directed staff to report back on litter collection initiatives, and possible partners to work with the homeless.	<ul style="list-style-type: none"> Staff provided a comprehensive report of the litter abatement program and the illegal dumping prevention program. The report also included the array of services and operations, state and local laws, and data pertaining to cleanup operations in and around the municipality. 	Apr-21
Chris Davis		WS	4/2/2021	Naming Senior Center West after former CM Crisp - Requested Council for an exception to City Council Policy 155.4 to name Senior Center West after CM Crisp.	Accomplished	YES	Kevin Arata		Council directed staff to set up a public hearing for the naming; granting an exception to the policy.	<ul style="list-style-type: none"> Ceremony held at future Bill Crisp Senior Center with former CM Crisp and family in attendance. 	May-21
Yvonne Kinston		WS	4/2/2021	Redistricting Consultant Decision - Requested Council to direct staff to hire a redistricting consultant to assist in navigating the redistricting process.	Accomplished	YES	Kim Toon		Council consensus was to move the item forward to staff for execution.	<ul style="list-style-type: none"> Council met with redistricting consultant on August 18, 2021. 	Jun-21
Courtney Banks-McLaughlin		WS	5/3/2021	Childcare Services - Requested consensus from Council to direct staff to develop options to support providing childcare for essential employees.	Accomplished	YES	Jerry Clipp		Council directed staff to research the need and feasibility of providing childcare services for essential city staff.	<ul style="list-style-type: none"> City Employees in need of childcare services will work with the Partnership for Children. 	Aug-21
Mayor Mitch Colvin		WS	5/3/2021	UDO Sign Ordinance - Requested council to direct staff to amend the current UDO regarding sign replacement for damaged signs	Accomplished	YES	Dr. Jerry Newton		Council directed staff to amend the current UDO regarding damaged signs.	<ul style="list-style-type: none"> Council approved and adopted recommended changes to the UDO. 	Jun-21
DJ Haire		WS	6/7/2021	Code Violation Abatement Time - Requested Council to direct staff to bring back options on how to shorten the time allotted for code enforcement violations	Accomplished	YES	Dr. Jerry Newton		Council directed staff to bring back options how to shorten the time frame for CE violations.	<ul style="list-style-type: none"> Staff presented recommendations to Council at work session. 	Oct-21
Yvonne Kinston		WS	8/2/2021	Electric Vehicle Charging Stations - Requested Council to direct staff to review the need for electric charging stations and to work with PWC to review the cost for implementation	180 Days Ongoing	YES	Adam Lindsay		Council directed staff to conduct research and report back with findings.	<p>8/10/22 - Ms. Ball presented to City Council at the Aug WS with PWC recommendations.</p> <p>8/11/22 - Have Dr. Newton to determine if we could have any changes in the UDO for new development to include an incentive for including charging stations or a location set aside for future use in charging stations</p> <p>8/24/22 - Yes we can create defensible text changes. One would be a ratio of 1:50 (? Research needed to know) of EV parking to total spaces. The second place where it can be incentivized the best is in the Alternative Parking Section of Chapter 30. We would incentivize designated parking spaces for the sole use of electric charging stations & vehicles. Outside of UDO we can tie it in as a requirement for some micro-grant and storefront façade grants that existing parking spaces facing utility poles be allowed to convert to EV parking by the City or PWC with simple power and signage. There is already a fine in Chapter 16, Motor Vehicles and Traffic (section 296), of \$50 for parking in a parking space designated as "Plug-in Electric Vehicle Parking." We can leave that alone or change the fine.</p> <p>9/21/22 - Dr. Whitfield will have Dr. Newton to update some text changes for the UDO to insert these actions</p> <p>10/4/22 - Draft text language on the new assignment will be presented, along with other suggested text amendments</p> <p>1/19/23 - This item is in a grouping of potential zoning and subdivision ordinance items to be presented to the City Council at their February Work Session to begin that process.</p> <p>3/14/23 - In review of a series of potential text amendments held February 1st meeting with CM decision. CM asked not to put item in any text amendment for the City Council regarding EV Stations. Considered closed unless new directive given (see 8/24/22 option that still exists). PWC is seeing extended</p>	
DJ Haire		WS	8/2/2021	Off the Right-of-Way Projects, Storm water Drainage - Requested Council to direct staff to review the Storm Water Assistance Program – 400 applications with only 30 approved.	Accomplished	YES	Sheila Thomas-Ambat		Council directed staff to bring the Storm water Committee to review the Storm water Drainage Assistance Program.	<ul style="list-style-type: none"> 21-2430 Watershed Master plan Program Update - update in Dec and we will likely bring another update in June WKS. 21-2214 Storm water Development Ordinance - This has been tabled per CMO. 	Aug-21
Mayor Mitch Colvin		WS	8/2/2021	Juneteenth Celebration & 4th of July Celebration - Requested Council to direct staff to plan a Juneteenth Celebration and 4th of July Celebration.	Accomplished	YES	Michael Gibson	Parks and Recreation Department	Council directed staff to research and report back to Council with options to celebrate Juneteenth & 4 th of July.	<ul style="list-style-type: none"> Council approved Juneteenth proposal at March 28, 2022 meeting Staff has requested proposals for July 4th – contract in review with Purchasing. 	May-22
Johnny Dawkins		WS	9/7/2021	Home Occupation Standards - Requested staff to research other NC city ordinances pertaining to commercially operated businesses in residential neighborhoods.	Accomplished	YES	Dr. Jerry Newton		Council directed staff to conduct research and bring the findings back as an Administrative Report.	<ul style="list-style-type: none"> Return to Council at May or June Work Session with code text amendments 21-2377 – Home Occupations – City Code Review – March 7, 2022 work session – Council directed staff to generate text amendments 22-2684 – Report to City Council work session 5/26/22 - Request by Council to hold off on text amendments until further notice. 	May-22
Mayor Mitch Colvin		WS	10/4/2021	Feather Signs - Requested Council support to direct staff to revise the ordinance to permit "feather signs" in front of businesses.	Accomplished	YES	Dr. Jerry Newton		Council directed staff to bring back options for ordinance revision to include "feather Signs".	<ul style="list-style-type: none"> Staff provided an Administrative Report to City Council 	Jan-22

Mayor Mitch Colvin		WS	10/4/2021	Temporary Storage Ordinance - Requested Council support to direct staff to revise the ord. pertaining to temporary storage units on private property.	Accomplished	YES	Dr. Jerry Newton		Council directed staff to bring back options for ordinance revision of temporary storage containers on private property.	• Staff provided an Administrative Report to City Council	Jan-22
Mayor Mitch Colvin		WS	11/1/2021	Youth Anti-Gun Violence - Requested Council support to fund \$50K additional funding for youth anti-gun violence campaign.	Accomplished	YES	Kelly Olivera		Council directed staff to bring back BOA necessary to fund this request.	• Staff provided and Council approved the budget amendment.	Dec-21
Larry Wright		WS	11/1/2021	Key to the District - Requested Council support to create and distribute "key to the district" recognition awards.	Accomplished	YES	Pam Megill		Council directed staff to bring back design options and recommendations for this item.	• Clerk's office provided coins as CM Requests.	Nov-21
Mayor Mitch Colvin		AR	12/6/2021	RESIDENTIAL CAMERA PROGRAM	180 Days Ongoing	YES	Chief Braden	Fayetteville Police Department	Directed staff to conduct research on the program and report recommendation and options to Council.	4/21/22 - Researching peer cities is still being conducted. We can't use general funds to buy cameras. 5/25/22 - Recent search has shown other cities using ARPA Funds to buy them for the community. I believe the only restriction is general funds cannot be used to purchase them. If Finance can provide what options funding sources the city can use to purchase them, I believe it can happen. We have a quote for 200 ring cameras. 6/15/22 - Police Department is submitting a grant to purchase the cameras. COPS Violence Intervention Microgrant with a deadline of the 23rd of June. The total award is \$175,000 with a 12-month period of performance. 6/28/22 - The grant was submitted on June 23rd and award notifications will be announced on 10/1/22. 10/19/22 - Currently, we are awaiting the notification of the awards from the COPS Office. 11/20/22 - On November 7, 2022 the police department presented during City Council Work Session on the RESIDENTIAL CAMERA PROGRAM, the areas identified through the HUD Qualified Census Tracts for the three different districts. 1/19/23 - FPD Staff conducted a virtual call with FUSUS and they are working to determine if there are other peer cities with a residential camera program. Additionally, FUSUS is working to help us determine which cameras will work with the FUSUS platform and the addition of their core. We have an additional call with FUSUS during the week of 01/23/23 and will obtain additional information with camera information that will allow us to move forward. 3/15/23 - During conversations with FUSUS, we can develop a registry of residential cameras such as Ring or Arlo. While these cameras are proprietary, they will still appear within the live registry of FUSUS. These types • Staff submitted proposal to Senior Management and is awaiting direction. 6/28/22 - Issued RFP received 2 responses evaluating proposal to determine if RFP needs to be revised and reissued. 8/24/22 - Still awaiting direction on RFPs. 9/9/22 - Still awaiting direction on RFP's. 9/14/22 - Cool springs to handle the concerts & management at Festival Park with input from PRM and CMO. 3/15/23 - No Update	
Mayor Mitch Colvin		WS	12/6/2021	Festival Park Management RFP - To have council authorize the manager to bring back a plan to enhance the utilization of Festival Park.	180 Days Ongoing	YES	Michael Gibson	Parks and Recreation Department	Council granted staff permission to solicit partnerships and bring.		
Shakeyla Ingram		WS	12/6/2021	Community Watch - Requested Council support to have staff look at ways to help community watches establish.	Accomplished	YES	Chief Hawkins	Fayetteville Police Department	Council directed staff to bring back further information for community watches.	Admin report to be given in August 6/30/22 - CM wants to make a work session topic in Aug or Sept 7/13/22 - Being prepared as a work session report for October 10/19/22 - Presentation to City Council on how to establish a community watch program was postponed and has been rescheduled for a presentation to Council in January 2023 1/3/23 - Presentation given to Council on Community Watches and the process to establish one.	Jan-23
Mayor Mitch Colvin		WS	12/6/2021	Camera Corridor - Requested Council support to install cameras throughout corridors and incentivize neighborhoods to connect their	Accomplished	YES	Chief Hawkins	Fayetteville Police Department	No final Consensus vote taken – City Manager agreed to provide tasks	• 22-2523 – City Wide Camera Operating System Presentation	Feb-22
Yvonne Kinston		WS	12/6/2021	Refurbished City Bus for Mobile Shower - Partner with our Nonprofit Orgs to convert a retired City bus to a mobile shower.	Accomplished	YES	Chris Cauley		Council directed staff to bring back research and recommendations.	• Presented at February 28, 2022 Council Meeting • 22-2517 – Mobile Shower logistics and Community Capacity	Mar-22
Chris Davis		WS	12/6/2021	Elected Official Meeting Policy - Requested council to discuss and make a clear policy on elected official meeting policy.	Accomplished	YES	Pam Megill		Council directed staff to bring back options on meeting attendance policies.	• Submitted as admin report at February 28, 2022 Council Meeting • 21-2399 – Draft Council Policy – Meeting Procedures • Council approved on consent - #22-2722	May-22
Shakeyla Ingram		WS	1/3/2022	Crime Prevention Micro-Grant Program	Accomplished	YES	Chris Cauley	CMO	Council directed staff to conduct research and come back to Council with recommendations / options.	• Briefed City Council at April 11, 2022 meeting • NOFA release on May 3, 2022 – program is managed by ECD.	May-22
Yvonne Kinston		WS	1/3/2022	NCDOT Study	Accomplished	YES	Sheila Thomas-Ambat		Council directed staff to move this item to the technical review committee – and for staff to report the type of development going into the area.	• Lee met with NCDOT last week – expecting a written response back to CMO early March • March 7, 2022 – Cliffdale Road response was transmitted from NCDOT to CMO • Council approved speed reduction for 45mph on June 13th.	Jun-22

Chris Davis		WS	1/3/2022	Recreation Center at Sherwood Park	Accomplished	YES	Michael Gibson	Parks and Recreation Department	Council directed staff to include this item on the upcoming budget discussions.	<ul style="list-style-type: none"> Added to the future years of the CIP Architectural and engineering is projected to be done for this project in FY2023, with construction in FY2024. 	Feb-22
Yvonne Kinston		WS	2/7/2022	Discussion Recommendations from the Audit and Finance Committee	Accomplished	YES	Pam Megill		Council directed staff to route items to Audit and Finance Committee.	<ul style="list-style-type: none"> Item routed to committee – awaiting Council actions Went to the audit committee then back to council then to Ethics commission. February 22, 2022 – Ethics Commission reviewed and declined to take action or initiate an investigate Pending further council direction 	Feb-22
Shakeyla Ingram		WS	3/7/2022	Adjusting paid parking times and locations	Accomplished	YES	Sheila Thomas-Ambat	Lee Jernigan	Directed staff to bring back recommendations for the three items listed by CM Ingram.	6/28/22 - Made sure Owner was aware - Dev Services has a formula to measure the impacts of additional notifications	Apr-22
Yvonne Kinston		WS	4/4/2022	Shopping Cart – blight, collections, process	180 Days Ongoing	YES	Brook Redding		Directed staff to bring back background, progress, and recommendations.	9/21/22 - Admin report to Council Oct. 10th. Draft ready in Granicus 10/19/2022 – Preparing a presentation for January Work Session 1/13/23 - Presentation give in Jan. Council gave direction to generate ordinance options to address the issue of errant shopping carts. Council has asked that staff contact the NCRMA (North Carolina Retail Merchants Association) about the issue to identify other options. Meeting scheduled for week of 1/16/23 to discuss a pilot of the original best practices in conjunction with the big box retailers. After reviewing the available options, it is recommended that we conduct the pilot project concurrently while generating ordinance options with the attorney's office. 3/15/23 - Coordinated with NCRMA - need guidance from City Manager on intent - what does he envision we bring to council?	
Courtney Banks-McLaughlin		WS	6/6/2022	Support of an Aquatic Center	Accomplished	YES	Michael Gibson	Rob Stone	Council directed staff to engage in conversations with the County and School Board regarding construction of an Aquatics Center.	6/28/22 – Staff is preparing to begin discussions this summer 8/24/22 - Still in progress; staff coordinating meetings with community partners. 9/9/22 - Discussions are ongoing with community partners. 1/19/23 - Staff is diligently working with County, Schools, and other partners to research interest and partnership possibilities. 3/15/23 - No update. this item and what Item considered closed by City Manager	Mar-23
DJ Haire		WS	6/6/2022	Vehicles in Front Yards	Accomplished	YES	Dr. Jerry Newton		Council directed to research ordinances our peer cities may have pertaining to parking vehicles in front yards; to include trailers, boats, recreational vehicles, etc.	6/28/22 - Made sure Owner was aware - Dev Services has over 100 photos that are being process for vehicles in the front yard. 7/18/22 - PPT being created for possible presentation to Council on Aug 1st 8/10/22 - Moved by CMO to August 8 as an Admin Report and is now scheduled for the September 6th Work session. 9/7/22 - Item was presented September 6th with all questions answered and city council taking no action	Sep-22
DJ Haire		WS	6/6/2022	Expand Notification Notice for Zoning Cases	Accomplished	YES	Dr. Jerry Newton		Council directed staff to research and provide feedback on the pros and cons of expanding the notification for zoning cases; from 500 feet to 1,000 feet.	6/28/22 - Made sure Owner was aware - Dev Services has a formula to measure the impacts of additional notifications 7/18/22 - PPT being created for possible presentation to Council on Aug 1st 8/10/22 - Item was agreed to by consensus at the work session and is now being implemented for cases going to the City Council (where notification is needed).	Aug-22
Chris Davis		WS	6/6/2022	City Partnership with Man22 SAR Suicide Awareness Run and Other Agencies	Accomplished	YES	Michael Gibson		This item was not presented as Council Member Davis was absent.		Jun-22
Chris Davis		WS	6/6/2022	Upgrade/Transform Reid Ross fields with Turf for Multiple Sport	Accomplished	YES	Michael Gibson	Rob Stone	This item was not presented as Council Member Davis was absent.	6/28/22 – Budget proposal shared with CMO and Budget & Eval on June 8th. 8/24/22 - Awaiting direction & funding	Jun-22
DJ Haire		WS	6/6/2022	Amendment of the Storm Drainage Assistance policy	180 Days Ongoing	YES	Sheila Thomas-Ambat		Council directed staff to research this request, and report back with findings.	11/20/22 - item is scheduled for discussion at the Upcoming Council Stormwater Committee on December 8, 2022. Outside counsel will be present to further discuss the constitutional constraints on expanding the Drainage Assistance Program and address questions. 12/13/22 - Item was discussed at the Council Stormwater Committee meeting. Was directed to bring back case studies of non-eligible sites for Committee Members. Committee Members were also going to review the Ordinance and provide comments to staff. January 12, 2023 Committee meeting will also be dedicated to the DAP. 1/19/23 - Item was recently discussed again at the January 12, 2023 Committee. Draft amendments for an appeals process will be discussed at the February 09, 2023 stormwater committee meeting. 03/14/23 – Item was discussed again at the February 9th and March 9th Committee meetings. Consensus on amendments were reached. Scheduled to present to the Stormwater Advisory Board (SWAB) on 04/04 monthly meeting with text amendments schedule to go on consent agenda at the 04/10 regular council meeting.	

Chris Davis		WS	8/1/2022	Construction/Expansion of a Basketball Court in District 6	Accomplished	YES	Michael Gibson		Council directed staff to assess available resources for additional and/or expanded basketball courts in District 6; bring information back to Council.	8/24/22 - Staff submitted updated PowerPoint of outdoor basketball courts, which displayed current facilities in District 6. Staff working with Cumberland County Schools to provide goals for outdoor courts. 9/9/22 - Staff still working with CCS to provide goals for outdoor courts. 11/20/22 - Complete: All outdoor courts in District 6 operational/functional	Nov-22
DJ Haire	Johnny Dawkins	WS	8/1/2022	Retirement/Time in Service/Compensation Plan for Local/State/Federal Elected Officials	Accomplished	YES	Jerry Clipp		Council directed staff to review comparable retirement/compensation plans for local/state/federal elected officials (i.e. \$500/month goes into a tax-deferred compensation plan and can be accessed after council member is no longer active).	8/24/22 - Memo sent to Mr. Hewett regarding the findings of the review. Awaiting directions from CMO (Please Resend) 9/7/22 - CCAM written and item on the agenda for the 9/12/22 meeting as an administrative report. 9/21/22 - Item is on the agenda for the Council meeting on 9/26/22. 10/4/22 - Item was presented to Council for their review. Item is now with Council for them to give direction.	Oct-22
Yvonne Kinston	DJ Haire	WS	8/1/2022	Stormwater Assistance	Accomplished	YES	Sheila Thomas-Ambat	Byron Reeves	Council directed staff to review the drainage assistance program (possible expansion) for people who have public infrastructure on their property.	8/10/22 - What is meant by 'public infrastructure'? If there is infrastructure on private property that was installed/constructed by the City of Fayetteville or if it lies within a COF Drainage easement, it is not eligible for the DAP. The City already bears the maintenance responsibility for this pipe, not the property owner. I believe this was CM Kinston's request. If it is related to the site she sent the CMO on Ferncreek, that site is not eligible for the DAP. The City, through a stormwater CIP project, installed the pipe/outfall as part of the Buckhead/Kingsford Drainage project 4-5 years ago.	Aug-22
Yvonne Kinston		WS	8/1/2022	Market House Mural	180 Days Ongoing	YES	Yamile Nazar		Council directed staff to consider options regarding the Market House Mural separately, by the Human Relations Commission	8/10/22 - Work with exec director to use info from the survey results to pull information about the type of mural to use. On the 25th of Aug Ms. Yamile is meeting with exec team to let them know they are moving forward with the recommendation they choose from the survey then bringing to the Art Council on the 29th 9/7/22 - working with Consultant for ADA design for market house and the market square. Then PRM will work on the infrastructure, potentially with an elevator. Then arts council will do a casting call for the 4 corners and the mural. 11/21/22 - Still on course since the last update. 11/2/23 - A draft timeline has been provided by the consultants, with a permanent timeline to be provided, soon.	
Yvonne Kinston		WS	8/1/2022	City Council Policy and Procedures Review along with City Council Assignments to Committees/Liaisons	180 Days Ongoing	YES	Pam Megill		Council directed staff to review City Council policies that are outdated; possibly develop a subcommittee to work along with City Attorney to regularly review policies.	8/10/22 - Item is on the 9/6/22 Work Session 9/7/22 - The Mayor will appoint a few Council Members to a Committee to review the Council policies, working with the offices of the City Attorney and the City Clerk. 9/21/22 - Staff has asked the Mayor for names of CM's for the committee but no answer yet. 10/4/22 - The Mayor has appointed Council Members Haire, Jensen and Thompson to this Committee. CM Jensen will serve as the Chair. A meeting date is yet to be established. 1/13/23 - Initial Meeting has been scheduled for January 25th, 2023 3/14/23 - The Council Policies Review Committee has met 4 times since 1/13/23. Next meeting scheduled for March 22. All revised policies have been sent to full Council for their review and Council was asked to send any comments/questions to the Council Policy Review Committee. Staff has reviewed the technical Council Policies and have made their recommendations to the Committee. This is an ongoing project; the Committee hope to have this project complete by the end of May 2023.	
Mayor Mitch Colvin		WS	9/6/2022	Contracting for Landscaping and Litter Collection	180 Days Ongoing	YES	Michael Gibson		Consensus of Council was to direct staff to conduct research on our main corridors and high traffic areas per the request, and respond to Council with options.	10/19/22 - Research underway for main corridors and high traffic areas 11/20/22 - Finalizing options with Purchasing for presentation in late December/early January 1/19/23 - Looking into different process such as code enforcement that has on-call contract to clean yard and put lien on the property that is neglected. Getting input from executive team. 3/15/23 - No Change	
Mayor Mitch Colvin		WS	9/6/2022	Loud Vehicles	Accomplished	YES	Chief Hawkins		Consensus of Council was to direct staff to research how our peer cities respond to loud vehicles. Council Members Ingram, Benavente, Banks-McLaughlin and Hondros were in opposition to the consensus vote.	10/19/22 - Currently, the City of Fayetteville has an ordinance for Motor Vehicle Noise (Chapter 17, Section 17-13) which outlines excessive noise from motor vehicles. Additionally, North Carolina General Statute 20-128 also identifies excessive noise from a muffler that is a citable offense.	Oct-22

Mayor Mitch Colvin		WS	9/6/2022	Mental Health Policy	Accomplished	YES	Chief Hawkins		Consensus of Council was to direct staff to research our peer cities regarding collaborations they may have with other organizations for mental health outreach and services.	10/19/22 - Staff has conducted site visits to Raleigh and Durham to review their Mental Health Response models and have prepared a PowerPoint presentation on those findings. The presentation has been shared with the Citizen's Police Advisory Board upon their request and will also be presented to Council. 11/20/22 - On November 7, 2022 the Police Department presented in Work Session to council the Mental Health Co-responder models. Staff conducted site visits to Raleigh and Durham to review their Mental Health Response models and prepared a PowerPoint presentation on those findings. The presentation has been shared with the Citizen's Police Advisory Board also.	Nov-22
Kathy Jensen		WS	9/6/2022	Increase Membership of Millennial Commission	Accomplished	YES	Pam Megill		Council Member Jensen presented this item and stated the Millennial Commission members have requested additional members for their Commission make-up; to make a total 30 Commission members.	10/4/22 - The City is currently advertising for additional Millennial Commission members. 10/19/22 - The deadline for the Millennial Commission applications has been extended through October 31, 2022. 11/20/22 - The Appointment Committee will meet on November 22, to discuss recommendations to appoint additional Millennial Commissioners. This item will be on the November 28, City Council agenda. 11/28/22 - Council approved the appointments to the millennial commission	Nov-22
Mayor Mitch Colvin		WS	10/3/2022	Street Name Change - Filter Plant Rd	Accomplished	YES	Jackie Tuckey		Mayor Colvin presented Item and was seeking consensus from Council to direct staff to research the road name change process and report back to Council for consideration.	11/15/22 - Details received from Cumberland County for proper naming linked to E911. With the names chosen, street cant be changed due to the requirements. Response sent to Wesley Fountain at Fayetteville State. Information was sent to FSU. Waiting on response from FSU.	Nov-22
Mayor Mitch Colvin		WS	11/7/2022	Shot Spotter	Accomplished	YES	Chief Hawkins		Mayor Colvin presented Item and was seeking consensus from Council to direct staff to place item on the Nov 14th regular meeting agenda	11/14/22- Item was placed on the 11/14/22 Regular meeting agenda for Council review.	Nov-22
Derrick Thompson		WS	11/7/2022	Sidewalks	Accomplished	YES	Sheila Thomas-Ambat		Council Member Thompson presented item and Consensus from Council was to direct staff to identify all schools that do not have sidewalks and report back to Council at a future meeting.	12/12/22 - CMO and staff conducted a meeting with CM Thompson and discussed his specific sidewalk concern and this was coordinated by ACM Lindsay and held on December 6, 2022. Staff explained the process for the selection of sidewalk projects and the constraints associated with installation. Staff also responded to the same questions from CM Thompson at the regular Council Meeting on December 12, 2022 during the GO Bond presentation.	Dec-23
Mario Benavente		WS	11/7/2022	Community Based Public Safety Proposal	Ongoing	YES	Chief Braden		Council Member Benavente presented the item and Consensus (10-0) from Council was to direct staff to proceed with negotiations of the contract with GBPS landscape analysis and violence interrupters that was presented to the CMO.	01/19/23 - The Community Violent Interrupter Program led by Kevin Brooks (P.R.O.O.V.E.) is continuing to visit peer cities and examine best practices with programs already in existence and how that model works best in Fayetteville. Additionally, Mr. Brooks is seeking training that benefits his team members that will be beneficial in our community and the identified zip codes as well as the landscape analysis. 3/15/23 - theGroupTheory continues to operate the PROOVE model and is ARPA funded. Currently, Brook Redding and iParameters are reviewing the contract to ensure compliance with ARPA. We are waiting on a final update from iParameters.	
Mario Benavente		WS	11/7/2022	Historic Properties District, Market House	Ongoing	YES	Yamile Nazar		Council Member Benavente presented item and Consensus from Council was to move this item forward; research the process for how to bring this project to fruition. -Archie Beebe Community Remembrance Project - the site of Archie's lynching murder being permanently marked at the corner of Gillespie and Person streets. Since the Market House is in the process of being repurposed in light of a more truthful telling of its history, including Archie's story fits in perfectly with such a repurposing.		
Mayor Mitch Colvin		WS	11/7/2022	PWC Appointment	Accomplished	YES	Pam Megill		Mayor Colvin presented Item and was seeking consensus from Council to move item forward to the Nov 14th Regular meeting agenda	11/14/22- Item was placed on the 11/14/22 Regular meeting agenda for Council review.	Nov-22
Deno Hondros		WS	2/6/2023	Co-Locating 911 Call Center with Cumberland County	Ongoing	YES	Rob Stone	Brook Redding	Council Member Hondros presented item to direct staff to look at the feasibility of possibly co-locating the City's 911/Emergency Call Center with the County's new 911/Emergency Call Center	3/15/23 - This project is being managed by Rob Stone as part of the GO Bond Steering Committee. The scope of the feasibility of a colocation would be included in the RFQ	

DJ Haire		WS	2/6/2023	Boarding up of vacant businesses	Ongoing	YES	Dr. Jerry Newton		Council Member Haire presented item to direct staff to draft an ordinance to address vacant commercial buildings and the amount of time they can remain being boarded up.	3/14/23 - Text Amendment written, sent to Planning Commission for consideration, now heading to City Council for consideration at the March 23, 2023 meeting.	
Mario Benavente		WS	2/6/2023	PWC Appointment	Accomplished	YES	Pam Megill		Council Member Benavente presented this item to direct staff to place the Appointment of a Public Works Commissioner on the next regular meeting agenda.	3/14/23 - Mr. Chris Davis was appointed as a Public Works Commissioner at the February 27, 2023, regular City Council meeting. Mayor Colvin administered the Oath of Office to Mr. Davis on March 8, 2023 Recommend Closing	Mar-23
Mario Benavente		WS	2/6/2023	Cost of Gun Violence in Fayetteville	Ongoing	YES	Kim Toon	Jeffery Yates	Council Member Benavente presented this item to direct staff to move this item forward; the study to include input/formation from the Health Care Providers, Schools, and Courts.	3/15/23 - City Staff was directed to look into the cost of gun violence in our city. This would be an RFQ to look into the factors of gun violence and the associated cost.	
Derrick Thompson		WS	3/6/2023	Council Election Cycle	Ongoing	YES	Karen McDonald		Council Member Thompson presented this item to direct the City Attorney to provide a Resolution of Intent for scheduling a Public Hearing on the item.	3/14/23 - Item was on the 3/13/23 Council Agenda. Item is moving forward with a public hearing on April 10th.	
Kathy Jensen		WS	3/6/2023	Litter Challenges	Ongoing	YES	Michael Gibson	Sheila Ambat Daniel Edwards Loren Bymer	Council Member Jensen presented this item to direct staff to work with the Corridor Revitalization Committee; defining the litter problem.		
Brenda McNair		WS	3/6/2023	Proposal for Ordinance to Prohibit Unsecured Firearms in Automobiles	Ongoing	YES	Karen McDonald		Council Member McNair presented this item to direct staff to research the feasibility of this request.		
Mario Benavente		WS	3/6/2023	Resource Support for 3-Mile Shotspotter Radius	Ongoing	YES	Chief Braden		Council Member Benavente presented this item to direct staff to assess the unique needs of the neighborhoods within the 3-mile radius, and report back to full Council the exact type of support needed to improve conditions in that area. Whether it is with rental assistance, job security, child care needs, infrastructure improvements.	3/15/23 - Jeff Morin with ECD is completing data analytics based on census data information and will providing additional information to staff for the coverage areas where ShotSpotter will be installed.	