



City of Fayetteville

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

Meeting Agenda - Final City Council Regular Meeting

Monday, September 22, 2025

6:30 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0A CONSENT AGENDA

7.0A1 [25-4921](#) Approve Meeting Minutes:
August 25, 2025 - Regular
September 2, 2025 - Work Session
September 8, 2025 - Discussion of Agenda Items
September 8, 2025 - Regular

Recommendation: Approve the draft minutes.

7.0A2 [25-4933](#) Approve SUP25-03: Order of Approval - Findings of Fact: Special
Use Permit request to reduce the separation requirement for an
Automotive Wrecker Service in a CC Zoning District at 3003, 3005,
3009 MURCHISON RD (REID# 0428597115000, 0428596376000,
0428597350000) owned by Ali Abdo, CITY PROPERTY LLC.

Recommendation: Staff recommends that City Council approve the Order of
Approval as presented.

- 7.0A3** [25-4919](#) Approve P25-42: A request to rezone property from Residential SF-10 to Residential MR-5 at Unaddressed Silver Pine Dr. (REID #0408865476000) owned by GCMMB LLC

Recommendation: The Zoning Commission and Professional Planning Staff recommend that the City Council move to approve the proposed zoning map amendment to Mixed Residential 5 (MR-5), based on the following findings:

The proposed map amendment is consistent with the City's adopted growth strategies and supports policies outlined in the Unified Development Ordinance (UDO). While the MR-5 district allows for a variety of housing types, development on the site will remain low-density due to existing topographic and easement constraints.

The uses permitted under the MR-5 zoning classification are appropriate for the surrounding area, given the existing zoning designations and land uses.

There are no identified adverse impacts on public health, safety, morals, or general welfare resulting from the proposed rezoning.

- 7.0A4** [25-4916](#) Approve Ordinances for Uninhabitable Structures: Demolition Recommendations

781 Richardson Avenue
820 Zadock Drive

District 7

District 8

Recommendation: Staff strongly recommend that the Council adopt the ordinances authorizing the demolition of these structures. We will continue to engage with property owners up until the demolition is scheduled to begin, working to either bring the structures into compliance, secure voluntary demolition, or facilitate violation abatement with the help of a Community Development grant.

Should we achieve voluntary compliance, we will present a demolition rescission ordinance to the Council to remove the initial demolition order from the property deed. Prompt Council approval of the demolition ordinances is crucial, as it enhances our leverage with property owners and is the only means to stay or suspend demolition proceedings after an order has been adopted.

- 7.0A5** [25-4914](#) Approve Speed Limit Reduction from 35 mph to 25 mph on Ruritan Drive/Campground Church Road, between Skibo Road and Morganton Road

Recommendation: Per City Council unanimously placing this item on the consent agenda, adopt the ordinance revision.

- 7.0A6** [25-4915](#) Adopt Bicycle Lane Definitions and Ordinances for Clarifying Approved and Prohibited Uses
Recommendation: Option 1 - Approve the Code of Ordinance amendments
- 7.0A7** [25-4878](#) Accept Federal Transit Administration Grant NC-2025-046-00 and Adopt Capital Project Ordinance 2026-31 to Appropriate Federal and Local Funds
Recommendation: Staff recommends that the Council move to accept Federal Transit Administration Grant NC-2025-046-00 and adopt Capital Project Ordinance 2026-31.
- 7.0A8** [25-4945](#) Accept the 2025-2026 Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants, and Housing Opportunities for People with AIDS Entitlement Funds and Adopt Special Revenue Fund Project Ordinance Amendment 2026-4
Recommendation: Staff recommends the Council accept the 2025-2026 Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants, and Housing Opportunities for People with AIDS Entitlement Funds and Special Revenue Fund Project Ordinance Amendment 2026-4
- 7.0A9** [25-4880](#) Accept Federal Transit Administration Grant NC-2025-049 and Adopt Capital Project Ordinance 2026-32 to Appropriate Federal and Local Funds
Recommendation: Staff recommends that the Council move to accept Federal Transit Administration Grant NC-2025-049 and adopt Capital Project Ordinance 2026-32 to appropriate the grant funds and corresponding match.
- 7.0A10** [25-4922](#) Accept NCDOT Division of Aviation (DOA) Airport Improvement Program Grant for Infrastructure Upgrades and Equipment Purchases and Adopt the Capital Project Ordinances to Appropriate State Funds
Recommendation: Staff recommends that Council move to accept the NCDOT grant agreement as presented and adopt CPO 2026-33 and CPOA 2022-14
- 7.0A11** [25-4910](#) Accept and Appropriate the Juvenile Restitution Program Grant Awarded from North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program and Adopt the Special Revenue Fund Project Ordinance
Recommendation: Staff recommends that Council accept the grant and adopt Special Revenue Fund Project Ordinance 2026-10 as presented.
- 7.0A12** [25-4912](#) Adopt Local Governmental Resolution for the Governors Highway Safety Program Grant Award
Recommendation: Staff recommends that Council adopt the Local Governmental Resolution as presented.

- 7.0A13** [25-4943](#) PWC - Approve Resolution of Bond Order Authorizing and Approving the Sale and Issuance under the Provisions of the State and Local Government Revenue Bond Act, as amended, of Not To Exceed \$230,000,000 Aggregate Principal Amount of the City of Fayetteville, North Carolina, Public Works Commission Revenue Bonds, Series 2025 to Provide Funds for the Financing and Refinancing of Various Electric, Water, and Sanitary Sewer Capital Improvements and Directing the Authentication and Delivery of the Series 2025 Bonds
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council adopt the 2025 Bond Order at its September 22, 2025 City Council meeting
- 7.0A14** [25-4937](#) PWC - Approve Sole Source Recommendation - 24" Cla-Val Pump Control Valve
- Recommendation:** The Fayetteville Public Works Commission recommends that City Council approve the sole source recommendation to purchase and install one (1) 24-inch Cla-Val pump control valve manufactured by Cal-Val and distributed by Charles R. Underwood in the amount of \$136,253.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.
- 7.0A15** [25-4938](#) PWC - Approve Bid Recommendation - Interior Structure and Fill Media Replacement
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council approve award for the construction of the Interior Structure and Fill Media Replacement to Cryco, Inc., Greensboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$724,093.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.
- 7.0A16** [25-4939](#) PWC - Approve Bid Recommendation - BABA Galvanized Steel Transmission Poles
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council approve purchase award for the BABA Galvanized Steel Transmission Poles to Wesco Distribution, Clayton NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$2,846,722.50, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase

- 7.0A17** [25-4940](#) PWC - Approve Bid Recommendation - Construction of Grays Creek Water Main Extension
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council approve award for the construction of the Grays Creek Water Main to T. A. Loving Company, Goldsboro, NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$7,500,304.55, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.
- 7.0A18** [25-4941](#) PWC - Approve Bid Recommendation – Omni Water Meter Chambers, Sizes 1.5”–8”
- Recommendation:** The Fayetteville Public Works Commission recommends the City Council approve award for purchase of Omni Water Meter Chambers, Sizes 1.5" - 8" to Ferguson Waterworks, LLC, Greenville, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$507,134.09 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0B ITEMS PULLED FROM CONSENT

8.0 PUBLIC HEARINGS (Public & Legislative Hearings)

- 8.01** [25-4899](#) Public Hearing to Consider Permanently Closing Lowe Street
- Recommendation:** Staff recommends adopting the Resolution and Order by the City Council of the City of Fayetteville, North Carolina Closing Lowe Street to allow for the further development of the parcels owned by Ms. Helen R. Sykes.
- 8.02** [25-4920](#) Public Hearing on SN-0510 thru SN-0514 for the Consideration of Renaming of Five Streets Affected by the I-295 Highway Project
- Recommendation:** Staff recommends that Council hold a public hearing and approve the requested renaming of these five streets.

- 8.03 [25-4932](#) P25-47: The City of Fayetteville is requesting initial zoning from Planned Neighborhood Development (PND, County) to Conditional Community Commercial (CC/CZ, City) for one contiguous parcel totaling approximately 40.54 acres. The subject property is located on the southern side of Carvers Falls Road at 430 Carvers Falls Road and an unaddressed portion of Carvers Falls Road. The parcel can be further identified by Parcel Identification Number (PIN): 0540184339000.

Recommendation: The Planning Staff recommends that the City Council move to approve the proposed conditional rezoning to Community Commercial (CC/CZ), subject to the applicant's agreed-upon conditions, based on the following findings:

- * The request is consistent with applicable City-adopted plans, including the Future Land Use Plan and Strategic Plan goals to focus reinvestment on serviced sites and to encourage context-appropriate nonresidential uses.
- * The proffered conditions (e.g., setbacks, buffering/screening, lighting limits, and facility operations/maintenance) adequately mitigate potential impacts and ensure compatibility with adjacent uses.
- * Adequate public infrastructure and safe site access exist or can be provided, and remaining site-specific issues (traffic, stormwater, environmental protection) will be addressed through the City's development review and permitting processes, avoiding undue adverse effects on public health, safety, or welfare.

The Zoning Commission denied the rezoning based their conclusion that the application did not meet the standards of the Consistency and Reasonable Statements. This denial has been appealed by PWC.

- 8.04 [25-4944](#) Public Hearing to Consider Project Superman

Recommendation: FCEDC is requesting the City of Fayetteville approve the 5-year grant in keeping with the City's adopted incentive policy

9.0 OTHER ITEMS OF BUSINESS

- 9.01 [25-4942](#) Authorize PSAP (911 Center) Architectural Agreement

Recommendation: Authorize the City Manager to execute AIA agreement to contract Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio for the design and construction administration of the facility for a fixed fee of \$1,495,000 for architectural services, and an allowance NTE \$275,000 for civil engineering and landscape architecture services for site development.

- 9.02 [25-4904](#) Appeal of Sewer Assessment - 3162 Bittersweet Drive, 28306

Recommendation: Staff recommends that Council determine that the property owners do not have a valid defense to the \$5,000.00 assessment levied for sewer service.

10.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

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

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

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

COUNCIL MEETING WILL BE AIRED**September 22, 2025 - 6:30 p.m.****Cable Channel 7 and streamed "LIVE" at FayTV.net**

Notice Under the Americans with Disabilities Act (ADA):

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



Five Council Strategic Priorities



Ongoing commitment to a comprehensive approach to community safety



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



Increase Parks and Recreation opportunities for youth engagement and interaction



Enhance economic growth throughout the City



Evaluate and expand transportation and other connectivity for residents



City of Fayetteville

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

City Council Action Memo

File Number: 25-4921

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A1

TO: Mayor and Members of City Council

THRU: Jodi Phelps, Assistant City Manager

FROM: Jennifer Ayre, MMC, City Clerk

DATE: September 22, 2025

RE:

Approve Meeting Minutes:

August 25, 2025 - Regular

September 2, 2025 - Work Session

September 8, 2025 - Discussion of Agenda Items

September 8, 2025 - Regular

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

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

Executive Summary:

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

Background:

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

Issues/Analysis:

None.

Budget Impact:

None.

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Four sets of draft minutes

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**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
COUNCIL CHAMBER, CITY HALL
AUGUST 25, 2025
6:30 P.M.**

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7) (departed at 9:00 p.m.); Courtney Banks-McLaughlin (District 8); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Adam Lindsay, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Gerald Newton, Development Services Director
Albert Baker, Assistant Economic and Community Development Director
Loren Bymer, Marketing and Communications Director
John Jones, Office of Community Safety Director
Kimberly Toon, Purchasing Manager
Tiffany Murray, Chief Financial Officer
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order at 6:40 p.m.

2.0 INVOCATION

The invocation was offered by Father Alexander Papagikos of Saints Constantine and Helen Greek Orthodox Church.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mr. Hank Parfitt, President Emeritus of the Lafayette Society, presented a bronze commemorative medallion to City Council in honor of Fayetteville's recent celebration of the 200th anniversary of Lafayette's American Farewell Tour.

Ms. Carolyn Justice-Hinson, Rotary Club Immediate Past President, presented a unique scarf to City Council in honor of Lafayette from the Fayetteville Rotary Club and the Lafayette Rotary Club of Metz, France.

Mr. Taliq Whitfield presented a brief overview of Save the World from A to Z through sustainability with the World Mission Society Church of God. If anyone is interested in volunteering, they can reach out through the website at asez.org.

Ms. Amphitrite Constantelos Manuel recited a poem, "Fayetteville, All-American City of 1985," and a proclamation and City Coin was presented by Mayor Pro Tem Jensen and Council Member Hondros in honor of Ms. Manuel.

Council Member Haire presented a Certificate of Excellence and City Coin to Ms. Stephanie Kegler in recognition of her dedication to promoting fitness and healthy living.

Council Member Greene presented a proclamation to the parents of the late Ms. Stacey Park Milbern in honor of Ms. Milbern's activism for disability rights.

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Council Member Greene presented a proclamation to Ms. Angela Tatum in honor of Black Breastfeeding Week, recognized August 17-21, 2025.

Mayor Colvin and Mayor Pro Tem Jensen presented the Key to the City and City Coin to Ms. Stacey Buckner in honor of her work in the community.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, stated recently Dr. Gerald Newton, Development Services Director, provided a leadership presentation to the Regional Land Use Advisory Commission (RULAC) on Fort Bragg and the City leadership team. Mr. Marcus Townsend, IT Solutions Architect, earned the Certified Government Digital Services Professional Certification.

Dr. Hewett stated Fayetteville OutFront will be held on Thursday, August 28, 2025, beginning at 6:30 p.m. at Senior Center East and will cover permitting. Monday, September 1, 2025, the City will be closed and changes to the solid waste schedule will happen in observance of Labor Day.

Council Member Greene stated Dr. Hewett's "Doug in the District" was informative and a successful event and looks forward to the next.

6.0 APPROVAL OF THE AGENDA

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

SECOND: Council Member Jensen

VOTE: UNANIMOUS (10-0)

7.0A CONSENT AGENDA

MOTION: Council Member Jensen moved to approve the consent agenda

SECOND: Council Member Thompson

VOTE: UNANIMOUS (10-0)

- 7.0A1 Approval of Meeting Minutes:**
August 4, 2025 – Work Session
August 11, 2025 – Discussion of Agenda Items
August 11, 2025 – Regular

7.0A2 Adopt Proposed Loitering Ordinance – Second Reading

City Council adopted the proposed loitering ordinance, which was introduced at the August 4, 2025, Work session. The ordinance addresses escalating public safety concerns and property damage in city-owned facilities, particularly parking structures, and replaces the current limited drug-related loitering provision with broader regulations covering all city-owned or operated parking facilities and public spaces. The ordinance establishes clear guidelines for legitimate use, providing law enforcement with necessary tools to address problematic behavior, and includes appropriate constitutional protections for lawful assembly.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE CREATING A NEW SECTION 17-35, LOITERING PROHIBITED, UNDER CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-023

7.0A3 Adopt Resolution Authorizing the City Manager to Lease Space at 472 Hay Street to Subway Real Estate, LLC.

City Council adopted the resolution authorizing the continued commercial lease agreement of 472 Hay Street to Subway Real Estate Corp for three years with the option to renew for five additional one-year periods. The new lease will have an annual rent of \$17,679.12 and rental adjustments will be based on City policy.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA AUTHORIZING A COMMERCIAL LEASE AGREEMENT FOR SPACE AT 472 HAY STREET TO SUBWAY REAL ESTATE, LLC. RESOLUTION NO. R2025-031

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- 7.0A4 Approve Ordinance for Uninhabitable Structures: Demolition Recommendations:**
408 Ingram Street District 2
832 East Orange Street District 2
806 Serro Drive District 7
818 Rembrandt Drive District 7

City Council approved demolition ordinances for three residential buildings deemed dangerous and one blighted.

408 Ingram Street District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 408 INGRAM STREET, PIN 0438-82-5052. ORDINANCE NO. NS2025-022

832 East Orange Street District 2

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 832 EAST ORANGE STREET, PIN 0437-59-8580. ORDINANCE NO. NS2025-023

806 Serro Drive District 7

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 806 SERRO DRIVE, PIN 9487-73-7374. ORDINANCE NO. NS2025-024

818 Rembrandt Drive District 7

AN ORDINANCE OF THE CITY COUNCIL OF FAYETTEVILLE, NORTH CAROLINA REQUIRING THE CITY BUILDING INSPECTOR TO CORRECT CONDITIONS WITH RESPECT TO, OR TO DEMOLISH AND REMOVE A STRUCTURE PURSUANT TO THE DWELLINGS AND BUILDINGS MINIMUM STANDARDS CODE OF THE CITY OF FAYETTEVILLE, NC, 818 REMBRANDT DRIVE, PIN 9487-62-4222. ORDINANCE NO. NS2025-025

- 7.0A5 Rescind Demolition Ordinance:**
3121 Fort Bragg Road District 9

City Council approved the resolution to cancel a previously adopted demolition ordinance for a dangerous building that was repaired by the property owner to the point the building is no longer considered dangerous before the City could proceed with demolition.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE RESCINDING DEOMOLTION ORDINANCE NO. NS2025-015. RESOLUTION NO. R2025-032

- 7.0A6 Adopt Ordinance for Proposed Text Amendment to Article 24 (Streets and Sidewalks) of the City Code of Ordinances Covering Sidewalk Exemptions Related to Driveway Permits**

City Council adopted the ordinance amending section 24-101, Permit to Construct Required to now state:

- a. No person shall construct a driveway across any public sidewalk, walkway, parkway or into any street, or cut any curb for such purpose, without having first applied for and obtained a driveway permit from the city traffic engineer, which application shall show, among other things, the location, grade, dimensions, and the construction or reconstruction in those areas designated in the city's adopted

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sidewalk plan of the curbs and the purpose for which the driveway is desired. If the application complies with provisions of this section, the permit shall be issued.

- b. Where any new driveway is constructed or an existing driveway reconstructed that requires a driveway permit, a city standard sidewalk shall be constructed along the entire length(s) of the property served by such driveway that abut(s) a public street. This requirement is to include all developments except;
1. single or duplex family dwelling units;
 2. interior building up-fits or change of use of an existing building that does not involve construction or modifications to existing driveways; and
 3. the removal of an existing driveway and/or curb cut.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING SECTION 24-101, PERMIT TO CONSTRUCT REQUIRED, OF CHAPTER 24 STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2025-024

7.0A7 Approve Bid Recommendation – Resurface Various Streets Powell Bill FY26

City Council approved awarding and authorized the City Manager to execute a contract for the Resurfacing of Various Streets, through Powell Bill FY26, with the lowest responsive, responsible bidder, Highland Paving Co., LLC, in the amount of \$4,604,169.65 for the resurfacing of 31 streets and milling of 18 streets. The work includes, but is not limited to, removing and replacing curb and gutter, installing and retrofitting handicap ramps, utility adjustments, milling, cutting out and patching areas, placing leveling and overlay courses, and thermoplastic pavement markings.

7.0A8 Authorization to Execute a Professional Service Contract for the FY26 Citywide Stormwater Asset Inventory and Condition Assessment

City Council authorized the execution of a \$1,000,000.00 professional services contract for survey data collection of the City's Municipal Separate Storm Sewer System (MS4) in support of the City's National Pollutant Discharge Elimination System (NPDES) Permit requirement to develop, update, and maintain an inventory of MS4 components, including conveyances, flow directions, major outfalls, and receiving waters.

7.0A9 Adoption of Capital Project Ordinance Amendment to Correct Funding Amount for Revenue Listed as NC Department of Transportation

City Council adopted Capital Project Ordinance Amendment (CPOA) 2026-43. CPOA 2025-32 was adopted on November 24, 2024, appropriating \$6,867,255.00 in funds identified as NC Department of Transportation (NCDOT). CPOA 2026-43 corrects this amount to accurately reflect the funding of \$5,564,484.00, which is anticipated to be reimbursed by the NCDOT.

7.0A10 Adoption of Capital Project Ordinance Amendment 2019-21 and Special Revenue Fund Project Ordinance Amendment 2019-7 to move \$40,000 of Federal Transit Administration Grant Funds and Appropriate \$10,000 of Local Match Funds

City Council adopted Capital Project Ordinance Amendment (CPOA) 2019-21 and Special Revenue Fund Project Ordinance Amendment (SROA) 2019-17 to move \$40,000.00 of Federal Transit Administration (FTA) grant funds from the Transit Special Revenue Fund to the Transit Capital Project Fund and appropriate \$10,000.00 of required local match funds. The funds will be used for the construction of sidewalks and accessible bus stops in the City.

7.0A11 Adoption of Capital Project Ordinance Amendment to Appropriate Additional Funds for the Radio Core Upgrades

City Council adopted Capital Project Ordinance Amendment (CPOA) 2026-8 to appropriate an additional \$269,091.00 from General Fund to cover the remaining costs for radio core upgrades. The original Capital Project Ordinance appropriation for upgrades was \$732,280.00 and the cost totaled \$1,001,371.00.

7.0A12 PWC – Approve Bid Recommendation – Stator Vane Kit

City Council approved the bid recommendation to award bid for one (1) additional Stator Vane Kit to Turbine Service, Ltd. Saratoga Springs, NY, the lowest responsive, responsible bidder and in the best interest of PWC, in the total amount of \$275,000.00, and authorize the

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CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

7.0A13 PWC – Adopt Preliminary Resolution Authorizing the Filing of an Application with the Local Government Commission Requesting the Local Government Commission Sell Bonds at a Competitive Sale and Approving of the Financing Team

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A COMPETITIVE SALE AND APPROVING THE FINANCING TEAM ALL IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS BY THE CITY OF FAYETTEVILLE, NORTH CAROLINA RESOLUTION NO. R2025-033

7.0B ITEMS PULLED FROM CONSENT

There were no items pulled from the consent agenda.

8.0 STAFF REPORTS

8.01 Receive the Fayetteville Police Department 2025 Second Quarter Review

Mr. Roberto Bryan, Jr., Police Chief, presented this item with the aid of a PowerPoint presentation and stated as the newly appointed Chief of Police, he has just finished 45 days in the role and expressed gratitude for the warm welcome and trust. The 2025 second-quarter statistics represent real efforts, progress, and areas for improvement. The department is committed to using the data to guide strategies and remain proactive in addressing crime trends while ensuring the community is served with professionalism and integrity.

Chief Bryan presented data on crime trends, crime-fighting strategies, and community engagement. Crimes against persons, property crimes, and felony arrests are down by 13.09 percent, but arrests are up by .6 percent. Traffic stops increased by 8.99 percent due to an effort to slow down drivers in the community. Crimes against society, such as weapons and drugs, increased by 3.98 percent. Chief Bryan presented statistics on violent crimes, which includes an increase in homicides by 108 percent, no change in rapes, and a decrease in aggravated assaults by 13.13 percent. There was also an increase in overdoses by 108 percent, but a decrease in suicide by 17 percent. The department is working with the Phoenix Center on Domestic Violence Aggravated Assault cases to help the victim, work to empower them, and follow up, leading to a decrease of 15.85 percent. Data on Shotspotter (Soundthinking) was presented. Property crimes such as burglary, larceny, motor vehicle theft, and robbery are all trending downward.

There were over 250 Shotspotter (Soundthinking) alerts with 850 rounds fired and 239 casings found. Chief Bryan stated residents can go to the City of Fayetteville website and find information through the Soundthinking dashboard.

Chief Bryan also provided information on Federal Partnerships, Juvenile Crimes for 2025, which does not reflect the Youth Protection Ordinance, that takes effect in the third quarter, School Resource Officer Program, narcotics suppression, and homelessness and mental health responses, which they have started partnering with the Office of Community Safety. 911 communications processed over 190,000 calls and dispatched a total of 97,118 in the second quarter. Traffic enforcement has started the Drive Wise Stay Alive in 2025 with the hope of decreasing the number of fatalities. There were 12,653 moving violations and 13,869 non-moving violations, which is an increase from 2025. There were 8,936 white drivers, 16,248 black drivers, and 1,154 other drivers stopped. Of all the stops there were black drivers were searched 583 times, with 490 recovering either drugs or weapons; 150 white drivers were searched, with 105 recovering either drugs or weapons; and 30 other drivers were searched, with 29 recovering either drugs or weapons. The use of force was reviewed for a total of 37 incidents.

Chief Bryan reviewed departmental staffing and community events throughout the second quarter.

Discussion ensued.

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MOTION: Council Member McNair moved to receive the 2025 Fayetteville Police Department Second Quarter Report.
SECOND: Council Member Haire
VOTE: UNANIMOUS (10-0)

8.02 Receive the Fayetteville Fire Department 2025 Second Quarter Review

Mr. Kevin Dove, Fire Chief presented this item with the aid of a PowerPoint presentation and presented data for the 2025 second quarter. Three highlights of the second quarter included Camp READY, with 20 high school-age students learning all disciplines of public safety and receiving the CERT certification, Mr. Jordan Hawkins as the Fire Department's first ICON intern, and the new departmental service dog, Griffith. Twenty percent of all firefighters in America classify as having some form of Post Traumatic Stress Disorder, and Griffith helps and is assigned to Station 5. There are two dogs in the pipeline, and hope to have one on each shift. The 2024 annual report was completed and is online for citizen review.

The Fire Department responded to 7,335 calls, 4,740 were for medical responses to include vehicle accidents, 231 were fires, 656 were false alarms, 731 were good intent calls, and 693 were service calls. The total response time is currently 7:34. Of the 231 fire responses, 67 were structure fires, twenty of which started in the kitchen, which is down from last year. The top three fire losses were one commercial and two residential. Hazardous materials included 56 responses, twenty-five natural gas responses, five carbon monoxide responses, and eleven hydrocarbon leaks/spill responses. Currently, there are 339 uniformed employees, eight civilian non-public safety employees, and four civilian public safety employees, and is fully staffed. There were eight resignations in the second quarter; all seven uniformed left the fire service entirely instead of going to an alternate department. Chief Dove also presented the demographics of the department.

Fire Inspections completed 840 new plan reviews, 2,585 fire inspections, and 3,171 fire code inspections. The top violations were fire extinguishers, identification and access, fire alarm maintenance records, inoperable fire protection equipment, and emergency and standby power systems.

Chief Dove stated the Fire Department engaged 8,397 residents, installed 634 smoke alarms, 99 carbon monoxide alarms, 134 stove top suppression units, and 55 child safety seats. 827 people were taught hands-only CPR. Thirteen fire station tours and six youth fire setter interventions took place. Community Risk was changed from sworn firefighters to educators last year, and they have grown the community risk reduction program to include Fire Safety game days in after-school programs, partnered with Fayetteville State University and Habitat for Humanity to teach CPT to at-risk youth, senior citizens, personnel, and families. They have also created fire safety educational games and activities for the youth fire setting interventions and the senior population.

Discussion ensued.

Chief Dove stated that anyone who needs smoke alarms installed to call 910-433-1116 and the fire department will come install them for free.

MOTION: Council Member Benavente moved to receive the 2025 Fayetteville Fire Department Second Quarter Report.
SECOND: Council Member Banks-McLaughlin
VOTE: UNANIMOUS (10-0)

9.0 PUBLIC HEARINGS

9.01 Approve P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5)

Mr. Craig Harmon, Senior Planner, stated that the applicant requested this item be tabled.

Discussion ensued.

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MOTION: Council Member Davis moved to table Item 9.01 - P25-30: A request to rezone 2211 Rosehill Road (0438470005000), consisting of 21.27 acres and owned by Cross Creek Refuse LLC, from Single Family Residential 6 (SF-6) to Mixed Residential 5 (MR-5) until October 27, 2025

SECOND: Council Member Hondros

VOTE: PASSED by a vote of 8 in favor, 1 in opposition, and 1 abstention. Opposed Council Member Benavente (Council Member McNair's vote counts as an unexcused abstention.)

9.02 Approve P25-37: A request to rezone from SF-10 to Limited Commercial Conditional Zoning (LC/CZ) at 549 Stacy Weaver Drive (READ #0530028255000, and a portion of 0530120415) owned by Paul Thompson Development Corp.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint presentation and stated the request is to change from Single Family 10 (SF-10) to Limited Commercial/Conditional Zoning (LC/CZ). The original application was a straight rezoning; the applicant chose to withdraw their application at the time of the hearing and reapply for a conditional rezoning. The Zoning Commission recommended approval. The property is located at the corner of Stacey Weaver Drive and most of the property is in neighborhood mixed use. There is currently a home on the property, but has been used as an office for many years. Nearby properties include a Circle K, a vacant parcel directly across from the subject property, and a library. The proposed use for the property is a 7-Eleven gas and convenience store. The applicant is putting forth 5 conditions which includes a 4-foot-tall chain link fence around the dry water pond, making the stormwater retention pond a dry pond, an 8-foot-tall wooden fence located along the rear and near residential zoning, a 20-foot undisturbed buffer with additional evergreen trees planted every 15 feet, and site lighting shall be shielded to prevent glare and light spillover into the neighborhood.

The request is consistent with the Future Land Use Map and Comprehensive Plan, compatible with surrounding zoning patterns, adds flexibility for neighborhood-serving uses, promotes strategic infill with adverse impact, and enhances corridor viability and the local economy. The plan designates the subject property for Neighborhood Mixed-Use development, allowing for a blend of residential and commercial uses within a walkable environment.

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

Mr. Jonathan Charleston, 201 Hay St., Fayetteville, NC, spoke in favor of the rezoning.

Mr. Patrick Budronis, 1646 W. Snow Ave., Tampa, FL, and Mr. Crawford McKethan, 2814 Skye Dr., Fayetteville, NC, deferred their time to Mr. Jonathan Charleston.

Ms. Arleen Fields, 5318 Hampton Rd., Fayetteville, NC, spoke in opposition to the rezoning.

Ms. Donna Johnson, 5059 Hampshire Dr., Fayetteville, NC, spoke in opposition to the rezoning.

Mr. Walter Broadhurst, 450 Grayton Pl., Fayetteville, NC, spoke in opposition to the rezoning.

Mr. Isaac Fields, 5318 Hampton Dr., Fayetteville, NC, spoke in opposition to the rezoning.

Mr. Benjamin Hultquist, 801 Rim Rd., Fayetteville, NC, spoke in opposition to the rezoning.

MOTION: Council Member Benavente moved to add 3 minutes to hear the last speaker in opposition

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0) (Council Member McNair's vote counts in the affirmative due to unexcused absence.)

Mr. Jamie Davis, 458 Bayshore Dr., Fayetteville, NC, spoke in opposition to the rezoning.

There being no one further to speak, the public hearing was closed.

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MOTION: Council Member Benavente moved to excuse Council Member McNair

Motion died for lack of a second.

Mayor Pro Tem Jensen asked what could be built on it under the current zoning. Mr. Harmon stated single-family, duplex, quadplex, or townhomes with a buffering of five (5) feet with some hedges.

Council Member Hondros asked how the land use map is developed. Mr. Harmon stated that the land use plan, plus the text, was developed in tandem and is a set of maps and goals of the City. There was a template map that was presented at community meetings for input. Public hearings are then held at the Planning Commission and City Council before adoption. It usually takes about a year to develop. Council Member Hondros stated City Council heard the original request in June when the applicants pulled the application to make self-imposed conditions.

Discussion ensued regarding the procedure and a traffic study.

MOTION: Council Member Benavente moved to deny the zoning request P25-37 at 549 Stacy Weaver Drive because it is inconsistent with the Future Land Use Plan which designates the site for neighborhood mixed use and medium density rather than commercial fueling, and the rezoning would permit uses that are incompatible with the established character of the district including proximity to residential homes and an elementary school, the rezoning is unnecessary as multiple fueling stations already serve the area and the Zoning Commission had previously recommended denial and the minor revisions proposed by the applicant do not cure the inconsistency with the comprehensive plan nor the negative community impacts.

SECOND: Mayor Pro Tem Jensen

VOTE: FAILED by a vote of 3 in favor, 6 in opposition, and 1 abstention. Opposed: Council Members Davis, Haire, Greene, Thompson, Banks-McLaughlin, and Hondros (Council Member McNair's vote counts as an unexcused abstention.)

MOTION: Council Member Hondros to approve the map amendment to Limited Commercial/Conditional Zoning (LC/CZ) as presented, finding it consistent with the Future Land Use Plan as demonstrated in the attached consistency and reasonableness statement, and approve the rezoning.

SECOND: Council Member Davis

VOTE: PASSED by a vote of 6 in favor, 3 in opposition, and 1 abstention. Opposed: Mayor Colvin, Council Members Jensen and Benavente (Council Member McNair's vote counts as an unexcused abstention.)

9.03 AX25-03. Carvers Falls Road City-Owned Property is seeking annexation into the corporate limits of the City of Fayetteville for four contiguous parcels totaling approximately 40.54 acres. These parcels are situated on the Southern side of Carvers Falls Road at 430 and Unaddressed Carvers Falls Road. They can be further identified by Parcel Identification Numbers (PINs): 0540-18-4339

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint Presentation and stated this is a contiguous annexation of four parcels at 430 Cavers Falls Road and is approximately 40 acres. The owner of the property is the City of Fayetteville as well as the applicant. The property has historically been undeveloped except for a Public Works Commission substation, and the surrounding area is a mix of undeveloped properties, single-family and multi-family housing. The Future Land Use Map & Plan suggests that this area of the city should develop as low-density residential and Office/Institutional development. The Low-Density Residential area is envisioned primarily for single-family homes with the occasional duplex or townhome.

The planning staff recommends approval of the annexation petition. County fire district taxes and recreational taxes may apply. Upon annexation, the property tax burden may increase due to imposing City taxes; however, the county fire district tax, special fire tax, and recreation tax will no longer apply, partially offsetting the increase. Financial impacts, including stormwater revenue and anticipated property tax contributions, demonstrating a projected financial benefit to the City. The City has sixty days to rezone the property, and will come to Council at a future date.

DRAFT

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

There being no speakers, the public hearing was closed.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, City-Owned Property, on the southern side of Carvers Falls Road, known as PIN 0540-18-4339. Annexation NO. 2025-08-600

MOTION: Council Member Thompson moved to adopt the proposed ordinance annexing the parcel with an effective date of August 25, 2025.

SECOND: Council Member Hondros

VOTE: UNANIMOUS (9-0-1) (Council Member McNair's vote counts as an unexcused abstention.)

10.0 EVIDENTIARY HEARINGS

10.01 SUP25-03: Special Use Permit request to reduce the separation requirement for an Automotive Wrecker Service in a CC Zoning District at 3003, 3005, 3009 MURCHISON RD (REID# 0428597115000, 0428596376000, 0428597350000) owned by Ali Abdo, CITY PROPERTY LLC.

Mr. Craig Harmon, Senior Planner, presented this item with the aid of a PowerPoint Presentation and stated, the applicant is requesting a 250-foot reduction in the separation requirement for an automotive wrecker service and residential zoning to zero (0) feet. The surrounding area primarily consists of Community Commercial (CC) and Heavy Industrial (HI) zoning districts along Murchison Road, transitioning to a mix of single-family detached and attached housing, along with two-to-four-family dwellings, townhomes, and multi-family along Rosemary Drive and Waddell Drive. Two (2) of the three (3) properties that are included in this application abut residentially zoned properties, and almost all of these properties are developed. The Land Use Plan calls for Neighborhood Improvement, which primarily allows higher density redevelopment and "missing Middle" housing to increase private reinvestment and revitalize neighborhoods. Updated fencing will be required to comply.

Council Member Haire asked how much of a buffer could be done with the first house. Mr. Abdo stated he could do a 10-foot buffer. Ms. Lachelle Pulliam, City Attorney, stated if the other standards are met the buffer could be included.

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

Mr. Ali Abdo, 203 Blount St., Fayetteville, NC, spoke in favor of the special use permit.

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

MOTION: Council Member Haire moved to approve the Special Use Permit (SUP) to allow the reduction of the separation requirement between an automotive wrecker service and residentially zoned property subject to the submitted site plans and conforming to the current Unified Development Ordinance standards as depicted on the attached site plan, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in a Community Commercial (CC) zoning district and (2) that this use complies with the findings listed and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of the area. This SUP shall become effective with the approval of the Order of Findings by the City Council. The SUP shall expire one year from its effective date if a building permit is not issued within that time. The SUP meets all of the following findings of fact as presented:

1. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards, because no vehicle repair or salvage activities will take place on the site, and it will only be for vehicle storage;
2. The special use will be in harmony with the area in which it is located, because the site plan adheres to the setback buffer and the addition of a 10-foot buffer with all required buffers;

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3. The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved, because the stormwater management, noise complies with the City code and is designed to minimize the adverse impact on neighboring properties;
4. The special use is in general conformity with the City's adopted land use plans and policies because the proposed towing lot is consistent with the City's adopted land use plans and policies, which identify this area as appropriate for light industrial, service, or vehicle-related uses;
5. The special use will not substantially injure the value of the abutting land, or the special use is a public necessity, because the proposed towing lot is not expected to substantially injure the value of abutting properties. The site is located in an area with compatible land uses, including other commercial, industrial, or service-oriented businesses, which are not sensitive to the impacts associated with towing operations and;
6. The special use complies with all other relevant City, State, and Federal laws and regulations, because the proposed towing lot will be developed and operated in full compliance with all applicable City ordinances, State requirements, and Federal regulations.

SECOND: Council Member Hondros

VOTE: UNANIMOUS (9-0-1) (Council Member McNair's vote counts as an unexcused abstention.)

11.0 ADMINISTRATIVE REPORTS

11.01 Public Safety Compensation

This item was for information purposes only and not presented.

11.02 Receive an Administrative Report on the Empowering Community Safety Micro-Grant Program as of June 30, 2025 – End of Cycle Six.

This item was for information purposes only and not presented.

11.03 Fayetteville-Cumberland Youth Council (FCYC) – Junior Mayor Program Establishment

This item was for information purposes only and not presented.

11.04 Updated MOU with Crime Stoppers to Support Enhanced Tip Rewards

This item was for information purposes only and not presented.

12.0 ADJOURNMENT

There being no further business, the meeting adjourned at 10:53 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
082525

MITCH COLVIN
Mayor

**FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
COUNCIL CHAMBER, CITY HALL
SEPTEMBER 2, 2025
2:00 P.M.**

Present: Mayor Mitch Colvin (arrived at 2:14 p.m.)

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3) (via TEAMS); D. J. Haire (District 4); Lynne Greene (District 5); 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, City Attorney
Kelly Strickland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Kevin Dove, Fire Chief
Roberto Bryan, Police Chief
Sheila Thomas-Ambat, Public Services Director
Yamile Nazar, Human Relations Manager
Christopher Cauley, Economic & Community Development Director
Loren Bymer, Marketing & Communications Director
Willie Henry, Chief Information Officer
John Jones, Office of Community Safety Director
Brian McGill, Assistant Public Services Director
Kimberly Toon, Purchasing Manager
Sonye Randolph, Assistant City Attorney
Lisa Harper, Senior Assistant City Attorney
Erin Swinney, Police Attorney
Chris Lowery, Strategic, Analytics, and Performance Manager
Andrew Brayboy, Senior Corporate Performance Analyst
Brook Redding, Senior Assistant to the City Manager
Nichelle Gaines, Community Safety Manager
Derrick McArthur, Economic Development Administrator
Albert Baker, Economic & Community Development Assistant Director
Darrell Allison, Fayetteville State University Chancellor
Austin Amandolia, HR&A Consultant
Imran Aukhil, HR&A Consultant
Jennifer Melton, Wilson Center for Science and Justice, Duke University
(via TEAMS)
Brandon Garrett, Wilson Center for Science and Justice, Duke
University (via TEAMS)
Jessica Gettleman, Wilson Center for Science and Justice, Duke
University (via TEAMS)
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Pro Tem Jensen called the meeting to order at 2:00 p.m.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 CITY MANAGER REPORT

No report provided.

5.0 APPROVAL OF AGENDA

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

6.0 OTHER ITEMS OF BUSINESS

6.01 Receive the Blount and Gillespie Redevelopment Efforts Update

Mr. Chris Cauley, Economic & Community Development Director, presented this item with the aid of a PowerPoint presentation and stated, staff are working to find a beneficial use of the Blount and Gillespie property and introduced HR&A consultants, Mr. Austin Amandolia and Mr. Imran Aukhil. The property is an assemblage of 41 individual parcels on a total of 9.33 acres that was acquired through the City's Hope VI efforts in 2007 and 2008. The last lot was acquired in 2024, and the City engaged HR&A to help guide a Public-Private Partnerships (P3) to ensure it is set up correctly from the beginning and that the citizens and Council know exactly what the property is worth, what it can be leveraged for, and identify the highest and best use for the property.

Mr. Amandolia stated HR&A Advisors is an employee-owned company that focuses on supporting cities and working better for the residents; he then provided an overview of different types of projects that have been completed through P3. HR&A engaged MKSK as an urban designer and landscape architect to review the physical aspects of the site. Currently, the project is in Phase One to Draft Development and Design Vision and then can move into Phase Two once a clear pathway forward is identified. HR&A has completed the review of existing conditions and has started conceptual development. Next will be to determine a market-feasible development and finally provide the recommended strategy at the end of Phase 1. Phase One is expected to be completed in November 2025, and Phase Two will be from November 2025 through January 2026, if Council chooses to move forward.

Mr. Amandolia reviewed delivery mechanisms for implementing the development. In a Traditional Model, the City maintains ownership and development rights. The City controls the process and decision-making. However, it can have legislative and bureaucratic hurdles. In P3 models, there is a Restricted Fee Simple Partnership where the city sells the land to a development partner and creates governance structures that restrict uses on the site. This option would remove legislative barriers and allows the project to move at the speed of market and industry. However, it can create a loss of long-term cash flow, and the City loses control of the real property. For Ground Lease Partnerships, the City maintains ownership and leases the land to the development partner, with governance layers restricting uses on-site. This allows for ongoing City involvement and ownership, long-term cash flow from the ground lease, and the City retains entitlements and development rights to ensure it maintains a public purpose. However, this is potentially less marketable to developers. Mr. Aukhil stated with a Ground Lease Partnership that stipulations could be put in place with contract markers.

A market scan was completed to understand the development patterns occurring near the site, within a half mile of the site, within downtown Fayetteville, and with the City overall. The downtown area has experienced slow population growth since 2010. Despite the slow growth, there have been healthy vacancy rates at 4 percent and consistent absorptions city-wide. This demonstrates the potential for the Blount and Gillespie site to move downtown. Office Growth was also reviewed, identifying that job growth is slower, limiting speculative office space. However, targeted tenancing strategy could support office space for professional office space. The downtown areas have demonstrated the ability to drive new visitation by leveraging catalytic investments; Fayetteville needs to continue identifying strategic opportunities to enhance the hotel demand, and downtown could benefit from unique opportunity events. A community meeting in June that generated insight from over 45 participants. There was strong support for mixed-use development and active public spaces with a desire for outdoor dining, plazas, and cultural entertainment. In addition to the in-person, there was an online survey that received 92 responses. Nearly 40 percent preferred natural play and lounge areas, 61 percent favored relatively dense mixed-use buildings, 37 percent of visitors were drawn downtown only by special events, and there is a desire for more everyday reasons to visit.

Mr. Amandolia presented three preliminary site concepts that align the community's desire for mixed-use and green space with the identified market opportunities. With each of the concepts, the E.E. Smith House is not removed and is part of the concepts to help expand their programming opportunities. Dr. Douglas Hewett, City Manager, stated that working to identify what can go up against Heavy Industrial is always a challenge, but this might be the first section to revitalize the corridor. Dr. Hewett stated all of the museums need to be updated, and staff are

in conversation with partners for exhibit designers to bring in period pieces to the collection and complete a review and refresh of all of the exhibits citywide.

Discussion ensued.

Consensus of the Committee was to receive the update.

6.02 Receive the Fayetteville State University Update on the Memorandum of Understanding for Catalyst Site 1

Mr. Christopher Cauley, Economic and Community Development Director, introduced Fayetteville State University (FSU) Chancellor, Darrell Allison. Chancellor Allison, who presented this item with the aid of a PowerPoint Presentation and stated FSU is two years into the ten-year Master Plan. FSU has been very intentional about presenting the Master Plan and the Capital Project Milestones. In November of 2021, funding of \$154.2 million was secured for the capital projects, and FSU is now working on implementation and construction. Bronco Pride Hall is a \$50 million project to house 336 students that was completed and opened on August 11, 2025. Bronco Midtown expanded to include a Chick-fil-A and Starbucks, totaling \$8 million in investment. The Health and Wellness Center project in partnership with Cape Fear Valley Hospital, is in progress and is scheduled to open in March 2026. The ribbon-cutting for the College of Education is expected to take place in August 2026. There were aspirational goals for Langdon Street, and FSU was able to package a campus gateway at Langdon and Edgecombe and an East Campus Entry in conjunction with the College of Education building. Finally, also on Langdon Street, there will be a six-stall Food Truck Site called "The Shoe" that will include seating to eat and congregate. The last projects planned are a new parking deck scheduled for September 2026, University Place Apartments rebeautification for \$3.5 million investment over the next five years, and a total renovation of the Military Academic Center for August 2028.

Discussion ensued.

Consensus of Council was to receive the report.

6.03 Receive Evaluation of ShotSpotter Technology – Final Report Presentation by the Wilson Center for Science and Justice

Mr. Brook Redding, Senior Assistant to the City Manager, stated ShotSpotter was contracted with in December 2022 and full activation in September 2023, covering three square miles of the City. The City Council approved a one-year contract renewal in September 2024 and directed staff to initiate an independent evaluation of ShotSpotter's effectiveness and value to the community. The Wilson Center for Science and Justice completed the evaluation through an 18-month study, and the report examines alert data, police response times, 911 call comparisons, and related case outcomes. The briefing is in response to Council's directive and is intended to support the ongoing review of ShotSpotter as the current contract expires later this month. Mr. Redding introduced Ms. Jennifer Melton, Mr. Brandon Garrett, and Dr. Jessica Gettleman, from the Wilson Center for Science and Justice, Duke University School of Law, who presented this item with the aid of a PowerPoint presentation.

Mr. Garrett stated the Wilson Center reviewed 18 months in the three districts. Sometimes there was only a ShotSpotter alert, sometimes only 911 calls, and sometimes both. There are more alerts in the areas of ShotSpotter, but the question is whether the alerts were actual gunfire and was it productive through actual evidence collection, victim identification, or arrest. The productive alerts were when there was a ShotSpotter alert and a 911 call in conjunction. ShotSpotter only alerts proved to have low productivity. It was identified that the ShotSpotter alerts did not always produce measurable impacts, absent companion 911 calls, and to better examine effectiveness, integrated data and reports are needed. There is no evidence that people stopped calling 911 or called less with the addition of ShotSpotter in an area. The overall trends of gunshot-related incidents in Fayetteville are on the decline.

Dr. Gettleman presented graphics regarding police dispatch times with ShotSpotter alerts, 911 calls only, and with both ShotSpotter and 911 calls. Officers were dispatched over two minutes faster when a ShotSpotter alert was involved, regardless of whether a 911 call was also received. Officers spent more time on scene with incidents were reported through both ShotSpotter alerts and 911 calls for a total of 19 minutes, compared to those reported through only one source, with an average of 11 minutes with only a ShotSpotter alert or 10 minutes with only a 911 call. It was estimated that at most 24 percent of the ShotSpotter-only alerts were confirmed. Firearms and shell casings were recovered in response to ShotSpotter alerts with corresponding 911 calls more often, though firearms were rarely recovered regardless of the

type of alert received. Victims were more likely to be identified, and arrests made more frequent when ShotSpotter alerts were accompanied by 911 calls. Overall, the Campbellton ShotSpotter zone had the highest number of productive ShotSpotter alerts, followed by the Cross Creek zone, then the Central zone.

The Wilson Center does not offer a conclusion on whether ShotSpotter's benefits exceeded costs. While ShotSpotter provided more alerts about potential gunfire than 911 calls alone and enabled faster response times, it remains unclear to what extent these increased alerts represent false positives. The value of increased alerts and faster response times must be weighed against budgetary and opportunity costs.

Discussion ensued.

Dr. Douglas Hewett, City Manager, stated last year, this was Council's request for information. The 6-4 motion was to direct staff to do a study similar to the one done in Durham. The report is based on an analysis similar to Durham, and small groups were held to review the report, which goes into greater detail. Today's presentation honors the direction of completing a study based on the one done in Durham. Staff requests consensus on whether to renew the contract for one year, three years, or take no action. There is a separate study on the Cost of Gun Violence from UNC Charlotte, which will be finalized and presented later in the year. Discussion ensued regarding the cost of ShotSpotter; for a one-year contract, the cost would be \$220,500.00, a three-year contract cost would be \$661,500.00.

Consensus of the Council was to accept the report and approve ShotSpotter for another year. Council Members Benavente and Hondros were opposed to the consensus.

6.04 Receive Update on Affordability Period Requirements for the Homebuying HERO Program

Mr. Christopher Cauley, Economic & Community Development Director, stated Housing and Urban Development (HUD) changed laws this year that impact how the City designed the downpayment assistance program - Homebuying HEROs. Typically, with downpayment assistance, homeowners are required to stay in the home as their principal residence for 5 -15 years, depending on the amount. The dollar amounts that trigger the thresholds have been adjusted higher. Now, less than \$25,000.00 in down payment assistance the required stay in the home is five (5) years, \$25,000.00-\$50,000.00 in down payment assistance the required stay in the home is ten (10) years, and more than \$50,000.00 in down payment assistance the required stay in the home is fifteen (15) years. This means some homebuyers now face shorter affordability periods and gives them greater flexibility to sell or move during the period. This will also reduce monitoring from the staff over a longer term, but there may be a slightly reduced return on repayment if the owner chooses to sell before the threshold.

Discussion ensued.

Consensus of Council was to approve the adjustment of the homebuying HERO Program affordability periods to align with the updated federal thresholds.

6.05 Receive Bicycle Lane Ordinance Clarifications and Recommendations

Mr. Brian McGill, Assistant Public Services Director for Traffic Services, presented this item with the aid of a PowerPoint presentation and stated Council directed staff to research current bicycle lane code vagueness and return with recommendations. The definition of a bicycle lane was explained and stated bicycle lanes are strictly for bicycles; multi-use lanes are used for additional services such as walking, parking, and recreating. Multi-use paths are shared-use paths for non-motorized uses that are wider and typically separated from the roadway. Staff are proposing ordinance additions or changes to City Code Section 16-263, which states that no person shall drive a vehicle on or across a designated bicycle lane in such a manner as to interfere with the safety and passage of people operating bicycles and the addition of a new City Code Section 16-320 which focuses on blocking or obstructing public bicycle lanes.

The last time the Bicycle Plan was updated was in 2020, and 171 projects were recommended. Fayetteville is the only one in the state that has multi-use lanes. There are a total of 18,373 feet of current bicycle plan projects. Staff anticipates requesting approval and matching funds for a municipal agreement in FY26 to update the Bicycle Plan in FY27, based on industry standards.

Discussion ensued.

Consensus of Council was to approve the Code of Ordinance amendments and place them on the consent agenda for adoption.

6.06 Receive Presentation on Resident Request for “No Parking” in Neighborhoods

Mr. Brian McGill, Assistant Public Services Director for Traffic Services, presented this item with the aid of a PowerPoint presentation and stated Council requested staff review the process for residents to make a formal “No Parking” zone request in bicycle and multi-use lanes, which the City does not currently have. Traffic Schedule #9 must be updated each time a “No Parking” zone is created, and the last zone was created on Brunswick Road in 2023. Mr. McGill provided an overview of “No Parking” Municipal Peer Review, which reviewed Huntersville, Apex, Greenville, Concord, High Point, Wilmington, Durham, and Raleigh. Ms. Sheila Thomas-Ambat, Public Services Director, stated that this request is only for residents to request “No Parking” in multi-use lanes in neighborhoods.

Consensus of Council was to accept the report and approve staff recommendations.

6.07 Receive the City Manager’s Update – City Council Agenda Item Requests

Mr. Chris Lowery, Strategic Analytics and Performance Manager, presented this item with the aid of a PowerPoint Presentation and stated this is the CART tracker that is sent out bi-weekly. Staff obtained about an 80 percent closure rate for FY25, and the average days open for a request is 69 days. There are eight items currently still open. Mr. Lowery provided an overview of the accomplished items with the time of completion in months.

Consensus of Council was to receive the report.

6.08 City Council Agenda Item Request - Parkview Manor and the Downtown MSD - Mayor Colvin

Mayor Colvin stated Parkview Manor residents requested that they be removed from the downtown Municipal Service District (MSD), as they are residential. When the MSD was originally created, the area where Parkview Manor is was a hotel and maintenance shop. The residents stated they are required to pay an additional 10-11 percent district tax by anyone in the district to receive enhancements. Within the subdivision, they are already required to pay fees for things that would normally be covered under the MSD. Mayor Colvin requested consensus to have the Policy Committee and staff review what other municipalities do in their MSDs. Council Member Thompson stated Policy Committee can review at their October meeting.

Consensus of Council was to send this item to the Council Policy Committee.

6.09 City Council Agenda Item Request - Ruritan Drive Speed Limit Reduction – Council Member Hondros

Council Member Hondros requested consensus for a speed limit reduction on Ruritan Drive from Morganton Road to Wintergreen Drive and Campground Road from Wintergreen Drive to Skibo from 35 miles per hour (mph) to 25 mph.

Consensus of Council was to reduce the speed from 35 mph to 25 mph.

6.010 City Council Agenda Item Request - Massey Hill After School Programming - Council Members Davis & Benavente

Council Member Benavente requested consensus direct staff to research and produce detailed recommendations of how the City can further address juvenile crime through afterschool programs at Recreation Centers, such as Massey Hill Recreation Center, to positively impact students at alternative middle schools like Howard Learning Academy. Also, calculate annual costs to taxpayers of incarcerating a single youth.

Consensus of Council was to have staff review and bring back information.

MOTION: Council Member Hondros moved to go into closed session for attorney-client privilege to discuss *City v. PCH*
SECOND: Council Member Haire
VOTE: PASSED by a vote of 9 in favor to 1 in opposition. Opposed: Council Member Benavente

The regular meeting recessed at 5:56 p.m.

MOTION: Council Member Greene moved to come out of closed session
SECOND: Council Member Davis
VOTE: UNANIMOUS (9-0)

The meeting reconvened at 6:51 p.m.

7.0 ADJOURNMENT

There being no further business, the meeting was adjourned at 6:51 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
090225

MITCH COLVIN
Mayor

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

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3) (arrived at 5:38 p.m.); D.J. Haire (District 4); Lynne Greene (District 5); Derrick Thompson (District 6); Brenda McNair (District 7); Courtney Banks-McLaughlin (District 8) (arrived at 5:36 p.m.); Deno Hondros (District 9)

Others Present: Douglas Hewett, City Manager
Lachelle Pulliam, City Attorney
Adam Lindsay, Assistant City Manager
Jodi Phelps, Assistant City Manager
Jeffery Yates, Assistant City Manager
Kelly Strickland, Assistant City Manager
Lisa Harper, Senior Assistant City Attorney
Roberto Bryan, Jr., Police Chief
Todd Joyce, Assistant Police Chief
Kevin Dove, Fire Chief
Michael Gibson, Parks, Recreation & Maintenance Director
Kimberly Toon, Purchasing Manager
Loren Bymer, Marketing & Communications Director
Craig Harmon, Senior Planner
Joshua Hall, Police Attorney
Erin Swinney, Police Attorney
Brook Redding, Senior Assistant to the City Manager
John Jones, Office of Community Safety Director
Robert Van Geons, FCEDC President & CEO
Jennifer Ayre, City Clerk

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

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

Mayor Colvin stated there are twenty-six speakers for the public forum. Mayor Colvin stated it will be at Council's discretion whether to hear all speakers or not. Council Member Thompson stated the Policy Committee will be bringing recommendations for the public forum to the October Work Session.

Council Member Hondros stated he represents the applicant of Item 8.0A2 - Approve P25-41: Conditional Rezoning Request from MR-5 and NC to CC/CZ, NC, and AR for approximately 19.02 Acres Located at 0 Morganton Road (REID #0408149306000) and asked if he needs to recuse himself. Ms. Lachelle Pulliam, City Attorney, recommended he be recused and that the item be pulled for a separate vote to recuse Council Member Hondros from the item first.

Council Member Greene asked who made up the selection committee and were there other people besides staff for Item 8.0A5 – Approve Fire Station No. 16 Construction Manager at Risk Selection. Mr. Adam Lindsay, Assistant City Manager, stated in addition to staff, the Owner's Advisor – the Cummings Group, and the Project Manager - Freese & Nichols were also involved. Barr & Barr is the recommendation for the Construction Manager at Risk for the pre-construction phase of the project and will come up with a guaranteed maximum price. Council Member Greene stated she would like the public to know the steps Council took before approval and plans to pull the item for presentation and a separate vote. Mr. Jonathan Best of Barr & Barr introduced himself and stated they are committed to monthly communications to the community and opportunities to meet the team. Discussion ensued.

Council Member Haire stated he will present Item 9.01 – Approve Appointment Committee Recommendations for Boards and Commissions Recommendations.

Council Member Benavente stated for Item 8.0A4 – Authorization of a One Year Contract Renewal for SoundThinking Gunshot Detection Technology Services (ShotSpotter) at a Cost of \$220,500, he asked how to better spend the \$220,000.00, and will any changes be

DRAFT

made to the way ShotSpotter is currently being deployed. Mr. Roberto Bryan, Jr., Police Chief, stated he would prefer to have ShotSpotter for one more year to determine its effectiveness. Dr. Douglas Hewett, City Manager, stated if there was data that was missing, staff plans to work on identifying how to make the adjustments to ensure the data is available and will have staff implement the adjustments. Discussion ensued. Council Member Benavente recommended going to a month-to-month contract instead of a one-year contract.

MOTION: Council Member Davis moved to go into closed session pursuant to NCGS 143-318.11(a)(3)(4) for Attorney-Client Privilege and Economic Development.

SECOND: Council Member Thompson

VOTE: UNANIMOUS (10-0)

The regular meeting recessed at 6:01 p.m.

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

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0)

The meeting reconvened at 6:18 p.m.

Council Member Benavente stated he will be making a motion to allow everyone on the public forum to speak.

Mayor Colvin requested Item 10.01 – Receive Administrative Report on Special Event Security at Festival Park be moved to the October Work Session.

There being no further business, the meeting adjourned at 6:20 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
090825

MITCH COLVIN
Mayor

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

Present: Mayor Mitch Colvin;

Council Members Katherine K. Jensen (District 1); Malik Davis (District 2); Mario Benavente (District 3); D. J. Haire (District 4); Lynne Greene (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, City Attorney
Kelly Strickland, Assistant City Manager
Jeffrey Yates, Assistant City Manager
Jodi Phelps, Assistant City Manager
Adam Lindsay, Assistant City Manager
Roberto Bryan, Police Chief
Kevin Dove, Fire Chief
Willie Henry, Chief Information Officer
Loren Bymer, Marketing and Communications Director
Andrew LaGala, Airport Director
Deonte Watson, Deputy Airport Director
John Jones, Office of Community Safety Director
Kimberly Toon, Purchasing Manager
Johnathan Best, Barr & Barr
Jennifer Ayre, City Clerk
Members of the Press

1.0 CALL TO ORDER

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

2.0 INVOCATION

The invocation was offered by Pastor Richard Saunders, Jr., of Echo Church.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mr. Andrew LaGala, Airport Director, provided an overview of the Aviation Career Education (ACE) Academy which was held on August 4-5, 2025. Ms. Elaina Fillmore, Mr. Derek Zieg, and Mr. Adriel Torres gave brief statements on their experiences while participating in the ACE Academy.

Mayor Colvin recognized Cumberland County District Court Judge Cheri Siler-Mack, who introduced two of her Fayetteville State University Criminal Law.

Mayor Colvin presented a proclamation to Police Chief Roberto Bryan, Jr., and Fire Chief Kevin Dove in honor of 9/11 Remembrance Day.

Council Member Davis thanked Deep Creek Road Community Watch, who held a community watch clean-up on Saturday, September 6, 2025. They collected over 5.63 tons of garbage.

Council Member Banks-McLaughlin shared that the Economic and Community Development Department is gathering feedback from small local business owners through an assessment survey, available on the City's website. Business owners are encouraged to complete the survey by Friday, October 3, 2025.

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Council Member Benavente stated the Bill Crisp 3rd annual fashion show will be taking place Friday, September 12, 2025, from 4:00 p.m. to 6:00 p.m. at the Bill Crisp Senior Center, located at 7560 Raeford Road.

Council Member Benavente announced that Fayetteville State University is hosting a Mayor's Debate on Sunday, September 14, 2:00 p.m. at J.W. Seabrook Auditorium, 1200 Murchison Road. This event will be hosted by the Cumberland County Democrats and Republicans.

5.0 CITY MANAGER REPORT

Dr. Douglas Hewett, City Manager, stated there will be the 2nd Doug in the District on Tuesday, September 16, 2025, from 5:30 to 7:30 p.m. at Harvest Family Church located at 6575 Fisher Road in District 6. This allows for residents to come and engage with the City Manager and senior staff to discuss topics of concern to them.

Dr. Hewett stated on Wednesday, September 10, 2025, at 10:00 a.m., the Hurley Plaza unveiling will take place in front of Segra Stadium, located at 460 Hay Street.

Dr. Hewett stated Fayetteville Outfront will be held on Thursday, September 25, 2025, at 6:30 p.m. The location will be announced, and it will discuss hiring at the City.

6.0 APPROVAL OF THE AGENDA

MOTION: Council Member Haire moved to approve the agenda.

SECOND: Council Member Jensen

VOTE: UNANIMOUS (10-0)

7.0 PUBLIC FORUM

Mr. Joseph Schwab, 3009 Marcus James Dr., Fayetteville, NC, expressed concerns regarding the Amplified Noise Ordinance.

Ms. Jelissa Thomas, 100 Hay St., Fayetteville, NC, expressed concerns regarding job creation for justice-involved and recovery-focused workers. And announced a street clean up and Resource Rally.

Ms. Staci Graybill, 108-B Gillespie St., Fayetteville, NC, expressed concerns regarding noise ordinance violations downtown.

Mr. David Zeitz, 2412 Raeford Rd., Fayetteville, NC, expressed support of the state of real estate in Fayetteville.

Ms. Tiffany Jones, 2412 Raeford Rd., Fayetteville, NC, expressed support of real estate in Fayetteville.

Mr. Adam Furr, 2953 Breezewood Ave., Fayetteville, NC, presented building statistics in Fayetteville.

Ms. Kristen Starks, 100 Twin Acres Dr., Fayetteville, NC, expressed concerns regarding Shotspotter and Public Safety.

Mr. Robert Walls, 1436 Valencia Dr., Fayetteville, NC, expressed concerns regarding Transparency.

Mr. Elijah Wittmeyer-Balthazar, 6482 Pittsfield Dr., Fayetteville, NC, expressed concerns regarding Shotspotter.

Mr. Isaac Lacap, 309 Sylvan Rd., Fayetteville, NC, expressed concerns regarding ShotSpotter.

Ms. Angela Freckleton, 5300 Brower Trail, Hope Mills, NC expressed concerns regarding ShotSpotter.

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MOTION: Council Member Benavente moved to extend the public forum time to allow the remaining public forum speakers
SECOND: Council Member Banks- McLaughlin
VOTE: PASSED by a vote of 9 in favor to 1 in opposition Opposed: Council Member Thompson (Council Member Hondros' vote counted in the affirmative due to unexcused absence)

Mr. Benjamin Hultquist, 801 Rim Rd. Fayetteville, NC, expressed concerns regarding density.

Ms. Cynthia Swinson Leeks, 715 Topkea St., Fayetteville, NC, expressed concerns regarding ShotSpotter.

Ms. Lisette Rodriguez, 1701 Cherokee Dr., Fayetteville, NC, expressed concerns regarding ShotSpotter.

Mr. Shaun McMillan, 6024 Goldenrain Dr., Fayetteville, NC, expressed concerns regarding transparency and accountability.

Mr. Cheliko Hurst, 113 Wayside Dr., Parkton, NC, expressed concerns regarding public safety.

8.0A CONSENT AGENDA

MOTION: Council Member Greene moved to approve the consent agenda with the exception of Items 8.0A2, 8.0A4, and 8.0A5
SECOND: Council Member Benavente
VOTE: UNANIMOUS (10-0)

8.0A1 Approval of Meeting Minutes:
August 20, 2025 – Agenda Briefing
August 25, 2025 – Discussion of Agenda Items

8.0A2 This item was pulled for a Separate Vote as Item 8.0B2.

8.0A3 Accept and Appropriate North Carolina Association of Chiefs of Police Performance and Wellness Grant Award and Approve the Fund 26 Special Revenue Fund Project Ordinance

City Council accepted and appropriated the awarded grant funding for fiscal year 2026 for the Fayetteville Police Department through the North Carolina Association of Chiefs of Police Performance and Wellness Grant in the amount of \$50,000. Council is asked to adopt Special Revenue Fund Project Ordinance 2026-7 to appropriate these funds for Performance and Wellness Grant Award. The Fayetteville Police Department will utilize grant funding for software solutions to strengthen teams with increased physically and mentally readiness. Items requested include a Safety & Wellness Suite tool and a Talent Managements Suite used for performance development, team building, training and profiles.

8.0A4 This item was pulled for a Separate Vote as Item 8.0B4.

8.0A5 This item was pulled for a Separate Vote as Item 8.0B5.

8.0A6 PWC – Approve Sole Source Recommendation – Ten (10) M420D PCS/PCS Omni Device Kits and Ten (10) M400D Single SPM-900 Extensions

City Council approved the sole source recommendation to purchase, configure, install, and implement ten (10) M420D PCS/PCS Omni device kits and ten (10) M400D Single SPM-900 extensions manufactured by Xylem Sensus in the amount of \$265,000 and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0A7 PWC – Approve Bid Recommendation – Three (3) Continuous Rated 67 KV Delta to 13.09 Y/7.56KV with LTC Rated 24/35.8/44.8 MVA Power Transformers at ONAN, ONAF, ONAF

City Council approved the bid recommendation purchase award for three (3) Continuous Rated 67 KV Delta to 13.09 Y/7.56KV with LTC Rated 24/35.8/44.8 MVA Power Transformers at ONAN, ONAF, ONAF to Virginia Transformer Corporation, Roanoke, VA, the lowest

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responsive, responsible bidder and in the best interests of PWC in the total amount of \$6,650,484.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

8.0B ITEMS PULLED FROM CONSENT

8.0B2 Approve P25-41: Conditional Rezoning Request from MR-5 and NC to CC/CZ, NC, and AR for approximately 19.02 Acres Located at 0 Morganton Road (REID #0408149306000)

MOTION: Council Member Greene moved to recuse Council Member Hondros because he represents one of the parties in the action.

SECOND: Council Member Davis

VOTE: UNANIMOUS (9-0)

MOTION: Council Member Greene moved to approve the conditional rezoning of the 19.02 acres located on Morganton Road

SECOND: Council Member Davis

VOTE: UNANIMOUS (9-0)

8.0B4 Authorization of a One Year Contract Renewal for SoundThinking Gunshot Detection Technology Services (ShotSpotter) at a Cost of \$220,500.00

Discussion ensued regarding the efficacy of ShotSpotter. Mr. Roberto Bryan, Jr., Police Chief, stated the information regarding the accuracy of the sensors at 94 percent versus when evidence is recovered, an incident occurs, or an arrest is made, which is 24 percent of the time. The results are not instantaneous, and some results may come later. It is a process and a tool.

Mr. John Jones, Office of Community Safety (OCS) Director, stated OCS received an annual budget of \$2.4 million. \$1.66 million has been allocated for contracts and services to address the four pillars of OCS: youth programming, behavioral health, community violence intervention, and the unhoused.

MOTION: Council Member Benavente moved to authorize a month-to-month contract renewal for SoundThinking Gunshot Detection Technology Services (ShotSpotter).

Motion died due to lack of a second.

Discussion ensued.

MOTION: Council Member Thompson moved to authorize a one-year contract renewal for SoundThinking Gunshot Detection Technology Services (ShotSpotter) at a cost of \$220,500.00

SECOND: Council Member Haire

VOTE: PASSED by a vote of 8 in favor to 2 in opposition (Opposed: Council Members Benavente and Hondros)

MOTION: Council Member Benavente moved to accept the data-based recommendations to improve the ability to understand the efficacy of the program

SECOND: Council Member Greene

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

8.0B5 Approve Fire Station No. 16 Construction Manager at Risk Selection

Council Member Greene requested staff explain the selection process and what it looks like moving forward. Mr. Adam Lindsay, Assistant City Manager, introduced Mr. Johnathan Best with Barr & Barr/HORUS, and stated in June, Council authorized City staff to look into alternative delivery methods as part of the ongoing response to sophisticate the construction management delivery in the City. Council directed to utilize an Owner Advisor, Freese & Nichols, to help guide all of the major construction projects. The Construction Manager At Risk (CMAR) process starts before the design is finished. A Request for Qualifications (RFQ) is sent out to receive qualified general contractors to finalize the design and provide a guaranteed maximum price. Four teams submitted qualifications, and three were interviewed. Staff, Freese & Nichols, and the architect were on the selection board. Barr & Barr/HORUS has also offered to provide performance bonds for the pre-construction process, which is not normal or required.

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MOTION: Council Member Greene moved to authorize the City Manager to negotiate and enter into a contract for pre-construction activities with Barr & Barr/HORUS Construction, not to exceed \$400,000.00.

SECOND: Council Member Davis

VOTE: UNANIMOUS (10-0) (Council Member Benavente's vote counted in the affirmative due to an unexcused absence)

9.0 OTHER ITEMS OF BUSINESS

9.01 Approve Appointment Committee Recommendations for Boards and Commissions Appointments

Council Member Haire presented this item and stated the Appointment Committee met on August 27, 2025, to review applications for appointments to Boards and Commissions. It is from that meeting the Appointment Committee presents the recommendations for appointments to the City of Fayetteville Boards and Commissions.

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

The Appointment Committee recommended the following individuals:

Airport Commission

Paul Hinson October 1, 2025 – March 31, 2026 Partial

Animal Control Board

Keith Bates, Jr. October 1, 2025 – September 30, 2028

Audit Committee

Cindy Graham October 1, 2025 – March 31, 2026 Partial

Board of Appeals

Sandy Pickard October 1, 2025 – September 30, 2028

VACANT October 1, 2025 – September 30, 2028

CPAB

Austin Kinlaw October 1, 2025 – March 31, 2027 Partial

Charles Jones October 1, 2025 – March 31, 2026 Partial Alternate

Harry Bennett October 1, 2025 – March 31, 2027 Partial

William Bales October 1, 2025 – March 31, 2028 Partial

William Wesley October 1, 2025 – March 31, 2028 Partial

Economic Development Board

Kathryn Cox November 30, 2025 – November 30, 2028

Fayetteville Advisory Committee on Transit (FACT)

VACANT October 1, 2025 – September 30, 2026

VACANT October 1, 2025 – September 30, 2026

Fair Housing Board

Elisabeth Cerrato October 1, 2024 – March 31, 2026 Partial

Fayetteville NEXT Commission

Andrew Ridgeway October 1, 2025 – September 30, 2027 Alternate

Ashley Wyatt October 1, 2025 – September 30, 2027

Dymond Spain October 1, 2025 – September 30, 2027

Jospeh Quigg V October 1, 2025 – September 30, 2027 Alternate

Sherita Fleming October 1, 2025 – September 30, 2026 Partial Alternate

Historic Resources Commission

Brian Vesely October 1, 2025 – September 30, 2027

Cynthia Leeks October 1, 2025 – September 30, 2027

VACANT October 1, 2025 – September 30, 2027

Human Relations Commission

Antoinette Morris October 1, 2025 – March 31, 2026 Partial

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Eric Bradley	October 1, 2025 – September 30, 2027
Dakiesha Upchurch	October 1, 2025 – September 30, 2027
Tara Van Geons	October 1, 2025 – September 30, 2027
William Milton II	October 1, 2025 – September 30, 2027

Joint Appearance Commission

Kennon Jackson	October 1, 2025 – September 30, 2027
William Wesley	October 1, 2025 – September 30, 2027

Linear Park, Inc.

VACANT	October 1, 2025 – September 30, 2028
VACANT	October 1, 2025 – September 30, 2028

Parks and Recreation Advisory Commission

Brenda Gordon	October 1, 2025 – September 30, 2028
Maria Covington	October 1, 2025 – March 31, 2027 Partial
Naynesh Mehta	October 1, 2025 – September 30, 2028
Roderick Gooden, Jr.	October 1, 2025 – September 30, 2028

Personnel Review Board

Charlotte Fisk	October 1, 2025 – September 30, 2027
Jennifer Rodela	October 1, 2025 – September 30, 2027
Michelle Dean	October 1, 2025 – September 30, 2027
Scott Klein	October 1, 2025 – September 30, 2027

Planning Commission

Keith Reid	October 1, 2025 – September 30, 2027
Raymond Makar	October 1, 2025 – September 30, 2027
VACANT	October 1, 2025 – September 30, 2027
VACANT	October 1, 2025 – September 30, 2027 Alternate

Public Arts Commission

Dominique Ashley	October 1, 2025 – September 30, 2027
Sabrina Steigelman	October 1, 2025 – September 30, 2027

Redevelopment Commission

Katherine Smalls	October 1, 2025 – September 30, 2026 Partial
Keshonta Williams	October 1, 2025 – March 31, 2029 Partial
Tyler Patton	October 1, 2025 – March 31, 2029 Partial

Senior Citizens Advisory Commission

Dorothy Tatmon	October 1, 2025 – September 30, 2027
Jacquelyn Washington	October 1, 2025 – September 30, 2027
Kimberly Baptiste	October 1, 2025 – March 31, 2026 Partial

Stormwater Advisory Board

Dominique Gatlin	October 1, 2025 – September 30, 2027
Patricia Archie Jackson	October 1, 2025 – September 30, 2027
Sandy Parker	October 1, 2025 – September 30, 2027

Woodpeckers Capital Reserve

Charles Jones	October 1, 2025 – September 30, 2027
Gregory Foxx	October 1, 2025 – September 30, 2027
Renisha Hammonds	October 1, 2025 – September 30, 2027
Sara Bandurraga	October 1, 2025 – September 30, 2027

Zoning Commission

Kim Medley	October 1, 2025 – September 30, 2027 Alternate
Philip Fehler	October 1, 2025 – September 30, 2027
Toenya Monds	October 1, 2025 – September 30, 2027 Alternate
Zaccheaus Eley	October 1, 2025 – September 30, 2027

MOTION: Council Member Haire moved to approve the appointment committee recommendations for boards and commissions appointments.

SECOND: Council Member Hondros

VOTE: UNANIMOUS (10-0) (Council Member Benavente's vote counted in the affirmative due to unexcused absence)

DRAFT

10.0 ADMINISTRATIVE REPORTS

10.01 Receive Administrative Report on Special Event Security at Festival Park

MOTION: Council Member Haire moved to place the Special Event Security at Festival Park on the October 6, 2025, Work Session
SECOND: Council Member Greene
VOTE: UNANIMOUS (10-0)

10.02 Receive an Administrative Report on the Day Resource Center for the Fourth Quarter of Fiscal Year 2025

This item was for information purposes only and not presented.

11.0 ADJOURNMENT

There being no further business, the meeting adjourned at 8:38 p.m.

Respectfully submitted,

JENNIFER L. AYRE
City Clerk
090825

MITCH COLVIN
Mayor



City of Fayetteville

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

City Council Action Memo

File Number: 25-4933

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A2

TO: Mayor and Members of City Council

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

FROM: Craig Harmon, CZO - Senior Planner

DATE: September 22, 2025

RE:

Approve SUP25-03: Order of Approval - Findings of Fact: Special Use Permit request to reduce the separation requirement for an Automotive Wrecker Service in a CC Zoning District at 3003, 3005, 3009 MURCHISON RD (REID# 0428597115000, 0428596376000, 0428597350000) owned by Ali Abdo, CITY PROPERTY LLC.

COUNCIL DISTRICT(S):

4 - Haire

Relationship To Strategic Plan:

Goal III: City Investment in Today and Tomorrow

Objective 3.2: To manage the City's future growth and strategic land use

Executive Summary:

City Council is asked to approve the Order of Approval - Findings of Fact for SUP 25-03.

On August 25, 2025, the Fayetteville City Council held an evidentiary hearing regarding this case. The Council voted unanimously that all findings had been met.

Background:

The properties in question has been a commercial use since at least 1968, according to the Cumberland County's GIS Imagery. The current buildings and housings appears to date back to the early 1980's or earlier. Google earth images show an auto repair business on one of these properties since at least 2007. While all three properties are zoned commercial, two of them have single family residential structures currently on them.

The Applicant is requesting a reduction in the 250-foot separation standards between an automotive wrecker service and residentially zoned property. The Applicant's request would reduce the separation down to approximately 0 feet, since two of the three properties abut residential zoning. This development must meet all city buffer and fencing requirements.

In the City's Unified Development Ordinance, an automotive wrecker service is defined as an establishment operated for the purpose of temporary storage on-site of no more than

nine wrecked or inoperable vehicles for a period no longer than 90 days. If an establishment has ten or more inoperable vehicles located on-site, stores inoperable vehicles for more than 90 days, stacks vehicles, or portions of the vehicles are dismantled or removed for sale, it shall be considered a salvage and junkyard.

Owner: Ali Abdo, City Property LLC.

Applicant: Ali Abdo

Requested Action: SUP - Reduction in separation between uses.

Property Address: 3003, 3005, 3009 Murchison Road

Council District: 4 - Haire

Status of Property: CC - Automotive repair and residential housing

Size: Approximately 2.35 acres

Adjoining Land Use & Zoning:

- North - CC: Former bar lounge & Rosemary St.
- South - CC: Auto oriented business
- West - SF-6: Multi-family and Single-family residential
- East - HI: Undeveloped

Letters Mailed: 118

Annual Average Daily Traffic: 2022 Murchison Road - 22,500

Land Use Plans:

Following the adoption of the 2040 Comprehensive Plan: Future Land Use Map & Plan on May 26, 2020, all properties within the city limits, as well as those in the Municipal Influence Area, are subject to its guidelines. The Plan recommends that this part of the city be developed as Neighborhood Improvement - NIR, which primarily allows higher density redevelopment and "missing Middle" housing to increase private reinvestment and revitalize neighborhoods. Target areas include clusters of vacant and /or underutilized parcels. Policies focus on neighborhood improvement and reinvestment.

Issues/Analysis:

Surrounding Area:

The surrounding area primarily consists of CC and HI zoning districts along Murchison Road, transitioning to a mix of single-family detached and attached housing, along with two to four family dwelling, townhomes and multi-family along Rosemary Drive and Waddell Drive. Two of the three properties that are included in this application abut residentially zoned properties and almost all of these properties are developed.

Special Use Permit Request:

The owner is requesting a reduction in the 250-foot separation standards between an automotive wrecker service and residentially zoned property. The applicant's request would reduce the separation down to approximately 0 feet. These properties and some of the surrounding residential properties share common property lines.

Use-specific standards are the requirements applied to individual use types regardless of the zoning district in which they are located or the review procedure by which they are approved. This section is intended to identify the use-specific standards for all principal uses identified in Table 30-4.A, Use Table, as subject to "additional requirements." These standards may be modified by other applicable requirements in this Ordinance.

These standards are not subject to a variance request. However, with the following exceptions or as explicitly stated in other sections of this ordinance, the separation standards may be reduced upon approval of a special use permit finding that the reduction in the separation standard does not increase negative impacts on surrounding uses and that there are specific characteristics that help minimize any negative impacts, such as natural or man-made features that create visual or physical separation between the uses. Consistent with standards for the procedure in Article 30-2.C.7 Administration - Special Use Permit, conditions may be attached to further minimize or prevent negative impacts, including limitations on hours of operation, maximum size, or range of activities.

Budget Impact:

This action should result in no increase in City Services

Options:

1. Approve the Order of Approval as presented.
2. Remand back to staff for specific changes.

Recommended Action:

Staff recommends that City Council approve the Order of Approval as presented.

Attachments:

1. Order of Approval - Findings of Fact
2. Application
3. Aerial Map
4. Zoning Map
5. Land Use Plan Map
6. Subject Properties
7. Surrounding Properties
8. Storage Area Map
9. Requested Separation Map
10. PowerPoint

CITY OF FAYETTEVILLE
STATE OF NORTH CAROLINA
ORDER TO APPROVE A SPECIAL USE PERMIT

The issuance of a Special Use Permit to allow for the reduction in the separation requirement for an Automotive Wrecker Service in a Community Commercial Zoning District, located at 3003, 3005, 3009 Murchison Road.

SUP 25-03

Property Address: 3003, 3005, 3009 MURCHISON RD
Tax Map Number: REID #s 0428597115000, 0428596376000, 0428597350000
Property Owner: CITY PROPERTY LLC

The City Council for the City of Fayetteville, NC, held an evidentiary hearing on August 25, 2025, to consider a Special Use Permit request filed by Ali Abdo (“Applicant”), on behalf of CITY PROPERTY LLC (“Property Owner”), to issue a Special Use Permit to allow for the reduction in the separation requirement for an Automotive Wrecker Service at 3003, 3005, 3009 Murchison Road, Fayetteville, NC (“Subject Property”). The Subject Property is presently zoned as Community Commercial (CC).

On May 15, 2025, a notice of evidentiary hearing was mailed to the Property Owner and all the owners of property within 1,000 feet of the Subject Property. On May 13, 2025, a notice of evidentiary hearing sign was placed on the Subject Property. On May 16 and 23, 2025, a notice of evidentiary hearing advertisement was placed in the legal section of The Fayetteville Observer.

On May 27, 2025, the Fayetteville City Council postponed this item to their June 23, 2025, meeting. On June 23, 2025, the Fayetteville City Council postponed this item to their August 25, 2025, Meeting.

Having considered all of the sworn testimony, evidence, and oral arguments submitted at the hearing by the parties, the City Council makes the following FINDINGS OF FACT and CONCLUSIONS OF LAW:

Findings of Fact

1. CITY PROPERTY LLC is the Property Owner of property zoned Community Commercial (CC) located 3003, 3005, 3009 Murchison Road, which contains approximately 2.35 acres in the City of Fayetteville, NC.
2. The Subject Properties are currently zoned Community Commercial (CC) and has an auto repair shop, two residential houses and a storage building on them.
3. The Property Owner/Applicant seeks to reduce the required 250-foot separation from Automotive Wrecker Services and Residentially Zoned property.

4. The Applicant filed a timely application for a Special Use Permit on behalf of the Property Owner on April 3, 2025.

5. The City of Fayetteville adopted the Unified Development Ordinance (UDO), codified under Chapter 30 of the City Code, to establish that “This Ordinance consolidates the City’s zoning and subdivision regulatory authority as authorized by the North Carolina General Statutes . . .”.

6. Chapter 30, Article 30-4, Section 30-4.C.4.k.5. allows an Automotive Wrecker Service to operate outside of 250 feet from a residential district, school, or child care center with the approval of a Special Use Permit.

- a. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including Section 30-4.C.4.k.5., Automotive Wrecker Service, as the Property Owner seeks to operate an Automotive Wrecker Service on its property pursuant to Section 30-4.C.4.k.5.

Automotive wrecker service uses shall comply with the following standards:

The use shall be located at least 250 feet from any residential district, school, or child care center. In any of the districts in which this use may be located, the City Council may through a special use permit request approve a reduction in the separation requirement upon a showing of good cause with supporting evidence and mitigation of impacts.

Vehicles shall not be stored on-site for more than 90 days.

Vehicles shall be stored to the rear of the principal structure, behind a wooden fence or masonry wall in accordance with Section 30-5.D, Fencing Standards.

The proposed towing lot use complies with all applicable standards outlined in the City’s Zoning Ordinance, including Section 30-4.C, which governs use-specific standards for vehicle storage and towing operations.

In accordance with these standards:

The site will be fully enclosed with a secure, opaque perimeter fence to screen stored vehicles from public view and adjacent properties, as required. The site will also maintain an additional 10-foot buffer than what is required by the ordinance.

No vehicle repair, dismantling, or salvage activities will take place on-site. The lot is strictly for vehicle storage related to towing operations.

The site plan submitted and approved by the City adheres to setback, buffer, and access requirements, and demonstrates safe circulation for tow vehicles.

Stormwater management, lighting, and noise mitigation measures follow city codes and are designed to minimize any adverse impact on neighboring properties.

All vehicle ingress and egress points are located and designed to ensure safe and efficient traffic flow in and out of the property.”

- b. The special use will be in harmony with the area in which it is located, as an Automotive Wrecker Service is a permitted use in CC zoning but requires a SUP to reduce its separation from adjoining residential property lines. The proposed special use will fit with the area as it is surrounded by a parking lot, commercial businesses and is already an Automotive Repair Shop
- c. The special use will not materially endanger public health or safety if located where proposed and developed according to the plans that were submitted to and approved by the City. The Subject Property will not materially endanger the public health and safety because it is behind an existing Automotive Repair Shop with abundant ingress and egress.
- d. The subject property was previously approved for the construction of an Automotive Repair Shop in a commercial zoning district.
- e. The special use will not substantially injure the value of the abutting land, and the use is a public necessity because it fits with the adjoining use type of an Automotive Repair Shop.
- f. The special use complies with all other relevant City, State, and Federal laws and regulations since the Property Owner will be required to comply with all applicable laws and regulations.

7. The Special Use Permit applies to the entire Subject Property currently zoned Community Commercial (CC) located at 3003, 3005, 3009 Murchison Road.

8. The City’s Unified Development Ordinance (UDO) requires that the Property Owner adhere to all City, State, and Federal requirements. Compliance with the required regulations will ensure that the surrounding properties are not harmed by this type of use.

9. An approved special use expires after 12 months if work has not commenced, or permits have not been obtained or if the approved activity by the Special Use Permit is discontinued and not resumed for a period of one year.

Conclusions of Law

1. The City of Fayetteville adopted the Unified Development Ordinance (UDO), codified under Chapter 30 of the City Code, to consolidate the City’s zoning and subdivision regulatory authority as authorized by the North Carolina General Statutes .. ” See City Code, Chapter 30.

2. The application on behalf of City Property LLC was timely, notice was properly given, and an evidentiary hearing was held by the City of Fayetteville's City Council in compliance with the laws of North Carolina.

3. The Property Owner shall adhere to all City, State, and Federal requirements.

4. All of the general and specific conditions precedent to the issuance of a Special Use Permit have been satisfied.

- a. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards;
- b. The special use will be in harmony with the area in which it is located by adhering to the setback buffer requirements with an additional 10-foot buffer.
- c. The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved provided that no vehicle repair or salvage activities will take place on the site, and the site will only be for vehicle storage; and;
- d. The special use is in general conformity with the City's adopted land use plans and policies;
- e. The special use will not substantially injure the value of the abutting land; and
- f. The special use complies with all other relevant City, State, and Federal laws and regulations.

5. The special use expires after 12 months if work has not commenced, or permits have not been obtained or if the approved activity by the Special Use Permit is discontinued and not resumed for a period of one year.

WHEREFORE, BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, it is ORDERED by the City of Fayetteville's City Council that the application for the issuance of a Special Use Permit, with the conditions stated herein, is APPROVED.

VOTE: 9 to 0

This the 22nd day of September, 2025.

MITCH COLVIN, Mayor

ATTACHMENTS

1. Application
2. Aerial Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Property
6. Surrounding Properties
7. Site Plan
8. PowerPoint

Project Overview

#1681653

Project Title: Y & A Towing Lot

Jurisdiction: City of Fayetteville

Application Type: 5.3) Special Use Permit

State: NC

Workflow: Staff Review

County: Cumberland

Notice Regarding Special Use Permit Procedural Process

Special Use Permit

Dear Applicant,

Thank you for applying for a Special Use Permit with the City of Fayetteville. The City Council's decision shall be based on written and sworn oral evidence presented at the evidentiary hearing. This application **MUST BE COMPLETE**, thorough responses must be provided. Incomplete applications and responses will not be accepted. The procedures you **MUST** follow are found in the Unified Development Ordinance (UDO) Sections 30-2.C.7., Special Use Permit, and 30-2.B.14., Public Evidentiary Hearing Procedures.

Pursuant to Section 30-2.C.7.d.7.a.2 of the UDO, the Special Use Permit shall automatically expire if a Building Permit for the development authorized by the Special Use Permit is not obtained within one year after the date of issuance or if the development authorized by the Special Use Permit is discontinued and not resumed for a period of one year, unless otherwise specified by City Council.

If you have any additional questions, please contact the Planning & Zoning Division at 910-433-1612 to speak with a Professional Planner.

If you would like a copy of the above text, you can [download a copy here](#).

Please enter your full name in the space below to confirm your acknowledgement of the above statement and to confirm that you are the owner or owner's representative and you have the authority to apply for this permit.

Enter Your Full Name Here: ALI ABDO

Project Location

Project Address or PIN:

Zip Code: 28301

- 3003 MURCHISON RD (0428597115000)
- 3009 MURCHISON RD (0428596376000)
- 3005 MURCHISON RD (0428597350000)

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

GIS Verified Data

Project Address:

- 3003 MURCHISON RD
- 3009 MURCHISON RD
- 3005 MURCHISON RD

Written Description of Special Use

Is the proposed project for a cell tower?: No

A) Provide a written description of the proposed special use, including summary of existing uses and the proposed use/activity in detail. :

Description of Proposed Special Use

Summary of Existing Uses:

The subject property is currently zoned as **CC (Community Commercial)**. Prior to our involvement, the site was **vacant and underutilized**, with no active operations or ongoing maintenance. The lot was in poor condition and required significant cleanup and restoration to be viable for any future use.

Proposed Use/Activity:

The applicant is proposing to operate a **vehicle towing and storage lot** on the subject property, which qualifies as a special use under the CC zoning designation.

A detailed site plan was previously submitted to the City and received **approval**. Based on that approval, substantial investments have already been made into the property. This includes extensive **cleaning of the lot, clearing of debris, grading**, and the installation of a **perimeter fence** to secure the site in accordance with safety and regulatory standards.

The proposed use will involve **storing towed vehicles on the lot**, with no vehicle repairs or dismantling conducted on-site. Access to the lot will be restricted to authorized personnel and tow operators. Operating hours will be in accordance with local guidelines, and the site will be managed to minimize noise, traffic, and any potential disruption to nearby properties.

We are now in the process of fulfilling the City's request for a **Special Use Permit** to formally recognize and approve the towing lot as a permitted activity under the CC zoning. We respectfully request approval of this permit in light of the significant investment already made based on prior approvals, and our commitment to maintaining the property in a clean, safe, and compliant manner.

B) Please provide a description of the Zoning District designations and existing uses on adjacent properties, including across the street.:

adjacent Zoning CC,CC, HI, FS6

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 1 - The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards;:

The proposed towing lot use complies with all applicable standards outlined in the City's Zoning Ordinance, including Section 30-4.C, which governs use-specific standards for vehicle storage and towing operations.

In accordance with these standards:

- The site has been **fully enclosed with a secure, opaque perimeter fence** to screen stored vehicles from public view and adjacent properties, as required.
- **No vehicle repair, dismantling, or salvage activities** will take place on-site. The lot is strictly for vehicle storage related to towing operations.
- The site plan submitted and approved by the City adheres to **setback, buffer, and access requirements**, and demonstrates safe circulation for tow vehicles.
- **Stormwater management, lighting, and noise mitigation** measures are in compliance with city codes and are designed to minimize any adverse impact on neighboring properties.
- All **vehicle ingress and egress** points are located and designed to ensure safe and efficient traffic flow in and out of the property.

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 2 - The special use will be in harmony with the area in which it is located;:

The proposed towing lot will be in harmony with the surrounding area, which includes a mix of light industrial, commercial, and residential. This type of use is consistent with the functional character of the area, which supports vehicle-related businesses and other utility-based operations.

The lot will be maintained in a clean and orderly manner, with secure fencing and appropriate screening to minimize visual impact from the street and neighboring properties. Hours of operation and vehicle movement will be managed to avoid disruption to surrounding businesses or residents.

Overall, the towing lot will serve a necessary function within the community while fitting in with the existing land uses in the area, making it a compatible and appropriate addition to the neighborhood.

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 3 - The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;:

The proposed towing lot will be developed in full compliance with all applicable local, state, and federal regulations regarding site safety, vehicle storage, and access. The site will include secure fencing, controlled access gates, proper lighting, and surveillance systems to ensure the safety of the property and the surrounding area.

Ingress and egress points have been designed to allow for safe vehicle movement without disrupting surrounding traffic patterns. No hazardous materials will be stored on-site, and all impounded vehicles will be contained in accordance with environmental and safety guidelines to prevent any public health risks.

With these measures in place, the proposed towing lot will operate safely and responsibly, posing no material risk to public health or safety.

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 4 - The special use is in general conformity with the City's adopted land use plans and policies;:

The proposed towing lot is consistent with the City's adopted land use plans and policies, which identify this area as appropriate for light industrial, service, or vehicle-related uses. The site is located within a zoning district that allows towing operations by special use permit, indicating that the City has contemplated this type of use as appropriate under certain conditions.

This use supports the broader goals of the land use plan by promoting economic activity, utilizing underused property for a productive purpose, and providing an essential public service. The proposal aligns with the City's vision for orderly growth, compatible land use transitions, and efficient use of infrastructure.

As such, the towing lot conforms to the City's planning objectives and contributes positively to the areas intended development pattern.

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 5 - The special use will not substantially injure the value of the abutting land, or the special use is a public necessity; and:

The proposed towing lot is not expected to substantially injure the value of abutting properties. The site is located in an area with compatible land uses, including other commercial, industrial, or service-oriented businesses, which are not sensitive to the impacts associated with towing operations.

The lot will be properly screened and secured with fencing, landscaping, and lighting designed to minimize visual and operational impacts on neighboring parcels. Noise, traffic, and activity will be limited to appropriate hours, and all operations will comply with applicable regulations to ensure a clean and well-managed environment.

Additionally, towing services are a public necessity that support law enforcement, traffic safety, and the general functioning of the transportation system. The facility will help meet community needs for vehicle storage and recovery, further justifying its approval in this location.

Please indicate, in detail, how the proposed special use meets the following standard. Be thorough in your response, as it shall be used as written evidence in the evidentiary hearing, per Special Use Standards 30-2.C.7.e. You may upload additional pages

Finding Number 6 - The special use complys with all other relevant City, State, and Federal laws and regulations?:

The proposed towing lot will be developed and operated in full compliance with all applicable City ordinances, State requirements, and Federal regulations. This includes, but is not limited to, zoning, land use, environmental protection, stormwater management, signage, and vehicle storage standards.

All necessary permits will be obtained, and the operation will adhere to industry best practices regarding safety, accessibility, and environmental responsibility. Regular inspections and operational oversight will ensure continued compliance with all governing laws.

The applicant is committed to maintaining a lawful and responsible operation that meets or exceeds all regulatory requirements.

Primary Contact Information

Contractor's NC ID#:

Project Owner

Ali Abdo
City Property LLC
500 Blount St
Fayetteville, NC 28301
P:9106700378
alitahaabdo@gmail.com

Project Contact - Agent/Representative

Ali Abdo
City Property LLC
500 Blount St
Fayetteville, NC 28301
P:9106700378
alitahaabdo@gmail.com

Property Owner Email:

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

NC State General Contractor's License Number:

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

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



Aerial

Case #: SUP25-03

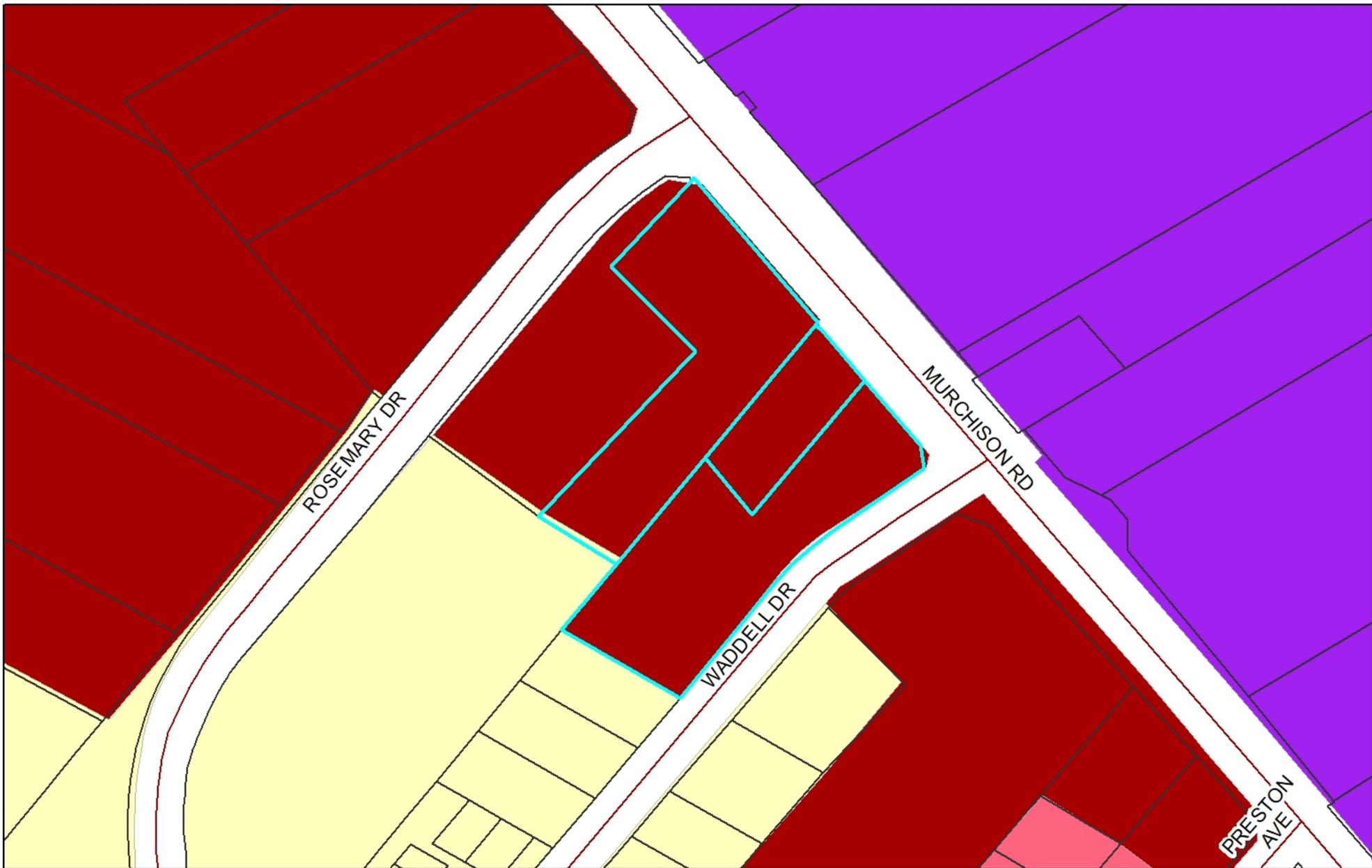
REQUEST: Reduction in separation for Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

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

 1,000 Foot Notification Area





Zoning Map

Case #: SUP25-03

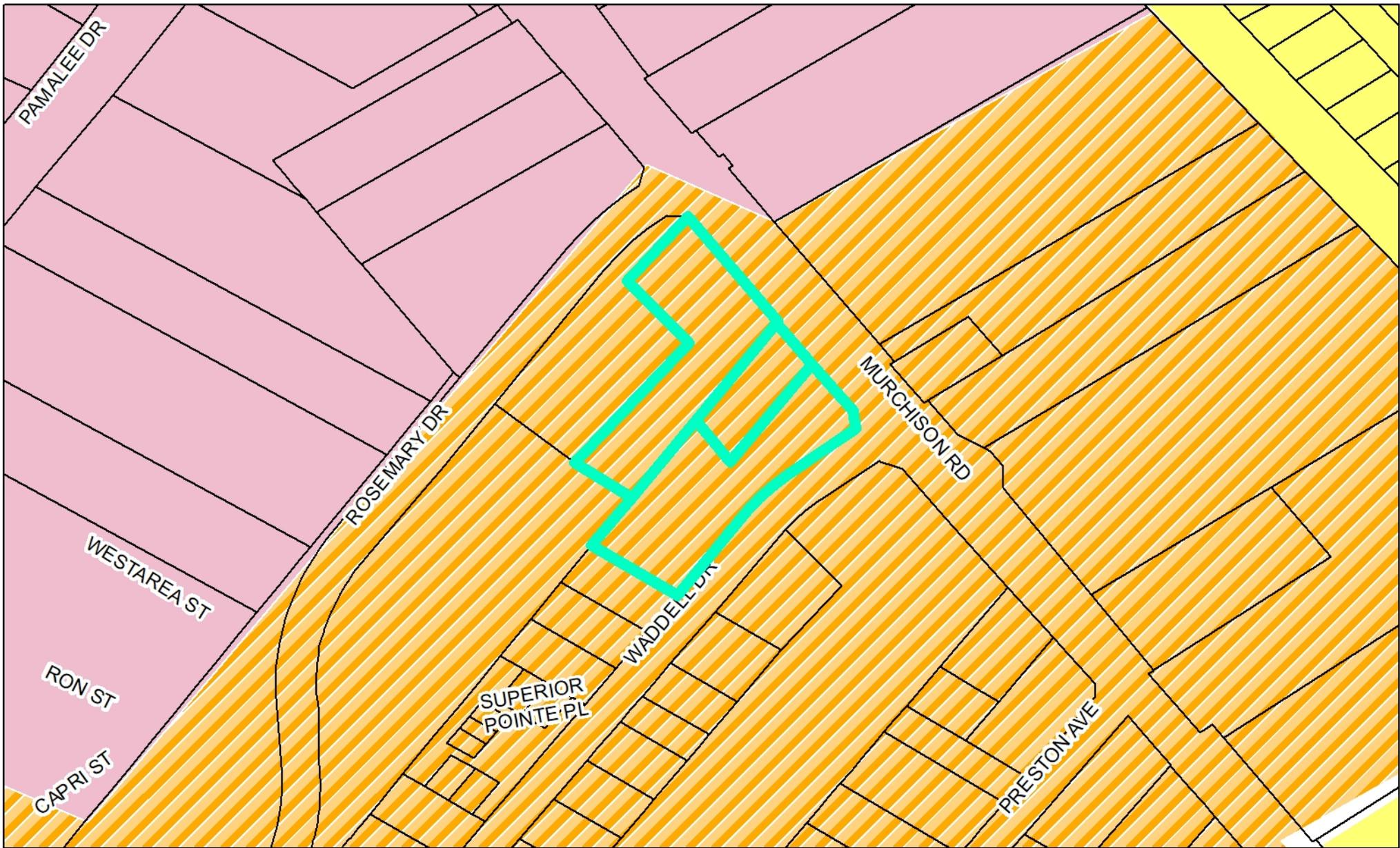
REQUEST: Reduction in separation for Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

Legend

- CC - Community Commercial
- HI - Heavy Industrial
- LC - Limited Commercial
- SF-6 - Single-Family Residential 6





Land Use Map

Case #: SUP25-03

REQUEST: Reduction in separation for
Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

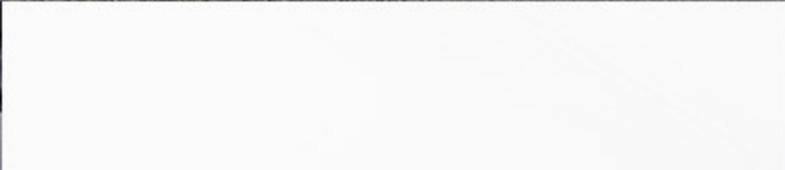
Legend

Land Use Plan 2040

Character Areas

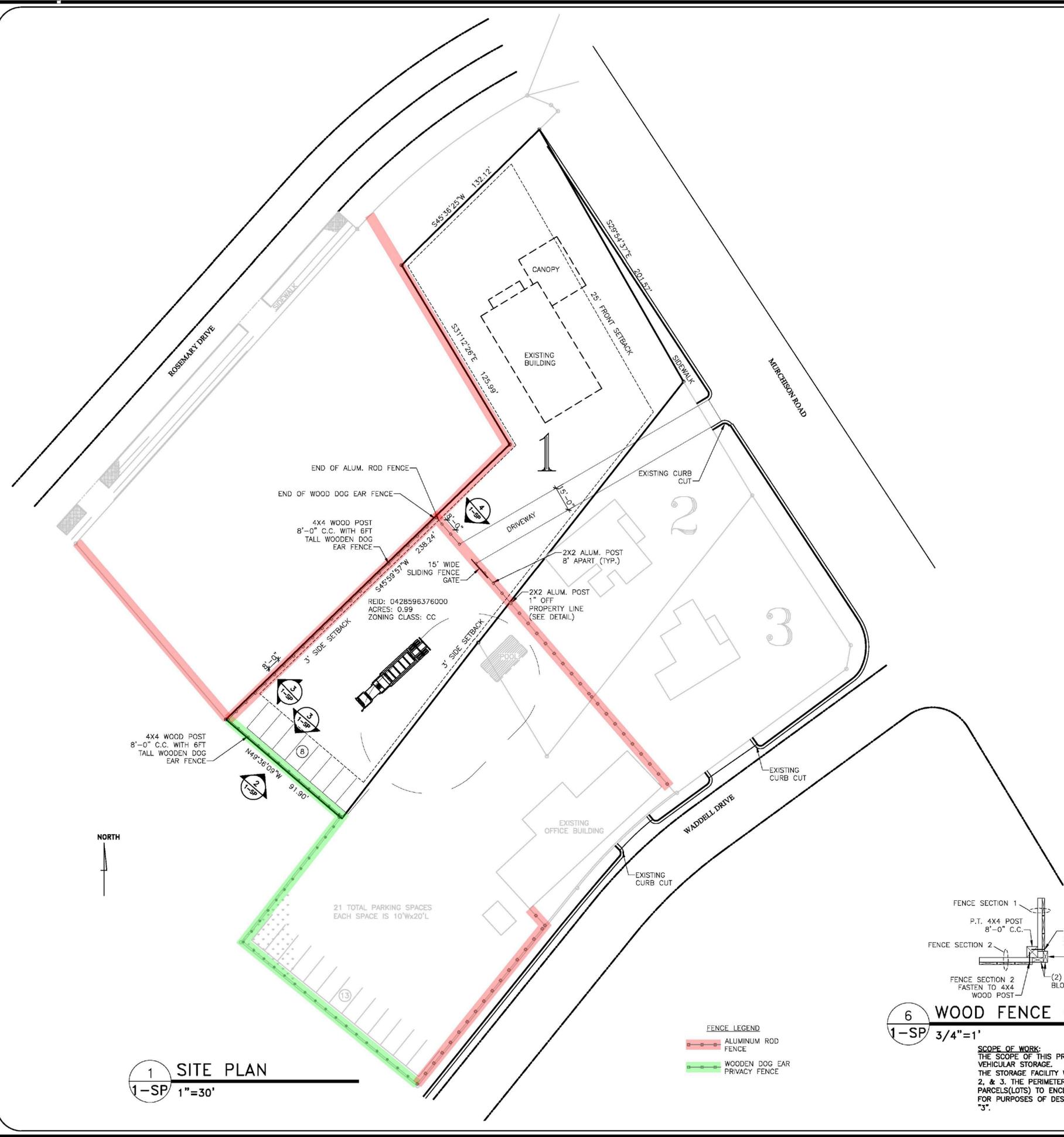
-  LDR - LOW DENSITY
-  NIR - NEIGHBORHOOD IMPROVEMENT
-  NMU - NEIGHBORHOOD MIXED USE





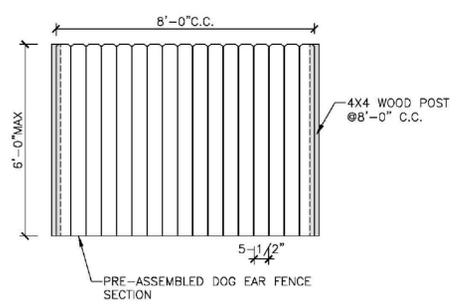


Drawing File: H:\2024\Fund Ahead\Towing Lot\DWG\LOT 1\Towing Lot - Lot 1-site plan.dwg
 Plotted Date: Dec 04, 2024 - 3:42pm
 Scale: 1"=30'

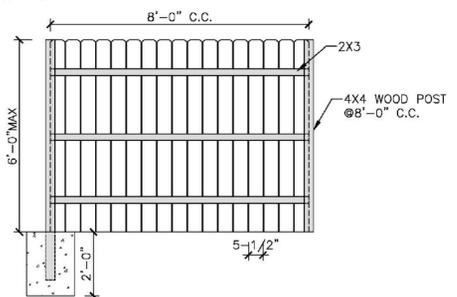


1 SITE PLAN
 1-SP 1"=30'

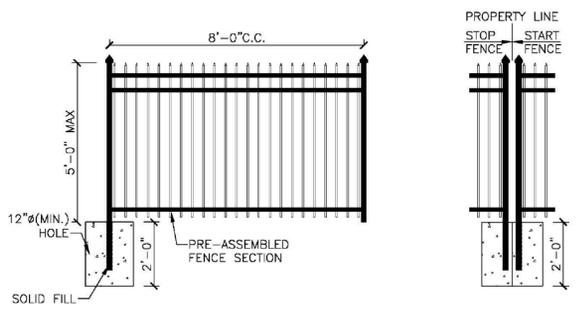
2 PRIVACY FENCE ELEV. FACING PUBLIC
 1-SP 3/8"=1'



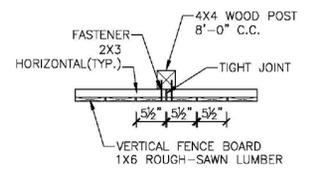
3 PRIVACY FENCE ELEV. FACING TOWING LOT
 1-SP 3/8"=1'



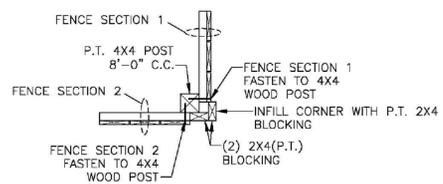
4 ALUM. ROD FENCE ELEV. (SIMULATED WROUGHT IRON FENCE)
 1-SP 3/8"=1'



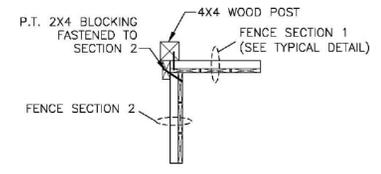
5 STRAIGHT FENCE SECTION
 1-SP 3/4"=1'



6 WOOD FENCE OUTSIDE CORNER
 1-SP 3/4"=1'



7 WOOD FENCE INSIDE CORNER
 1-SP 3/4"=1'



SCOPE OF WORK:
 THE SCOPE OF THIS PROJECT IS TO UTILIZE THE REAR PORTION OF THE PROPERTY FOR VEHICULAR STORAGE.
 THE STORAGE FACILITY WILL BE SITUATED ON THREE(3) INDIVIDUAL LOTS IDENTIFIED HERE AS 1, 2, & 3. THE PERIMETER FENCING WILL BE INSTALLED AS INDICATED ON EACH OF THE THREE(3) PARCELS(LOTS) TO ENCLOSE THE VEHICLE STORAGE FACILITY.
 FOR PURPOSES OF DESCRIBING THE WORK REQUIRED, THE LOTS ARE IDENTIFIED AS "1", "2", & "3".

JENKINS CONSULTING ENGINEERS, PA.
 OFFICE IN FAYETTEVILLE, NORTH CAROLINA
 CORPORATION NUMBER 0070 STATE OF NORTH CAROLINA
 PROFESSIONAL SEAL JENKINS CONSULTING ENGINEERS, PA.
 SEAL C-370 KELLY J. DODDSON
 KELLY J. DODDSON 4 DEC 24

DESIGNED/CHECKED BY: KJD
 DRAWN BY: SAN, TS, JDL
 JCE PROJECT#: 2024-08-11
 DATE: 4 DEC 2024

FINAL DRAWING FOR REVIEW PURPOSES ONLY
 PRELIMINARY FOR DESIGN DEVELOPMENT ONLY
 FINAL DRAWING FOR CONSTRUCTION

OWNER/TENANT:
Y & A TOWING

CONTRACTOR/BUILDER:
LIBERTY BUILDER

PROJECT:
Y & A TOWING LOT
 3009 MURCHISON RD. FAYETTEVILLE, NC, 28301

SHEET:
LOT 1 SITE PLAN

1-SP



Requested Separation
Case #: SUP25-03



CITY COUNCIL



Special Use Permit SUP25-03

May 27, 2025



Owners: Ali Abdo, City Property LLC.

Applicant: Ali Abdo

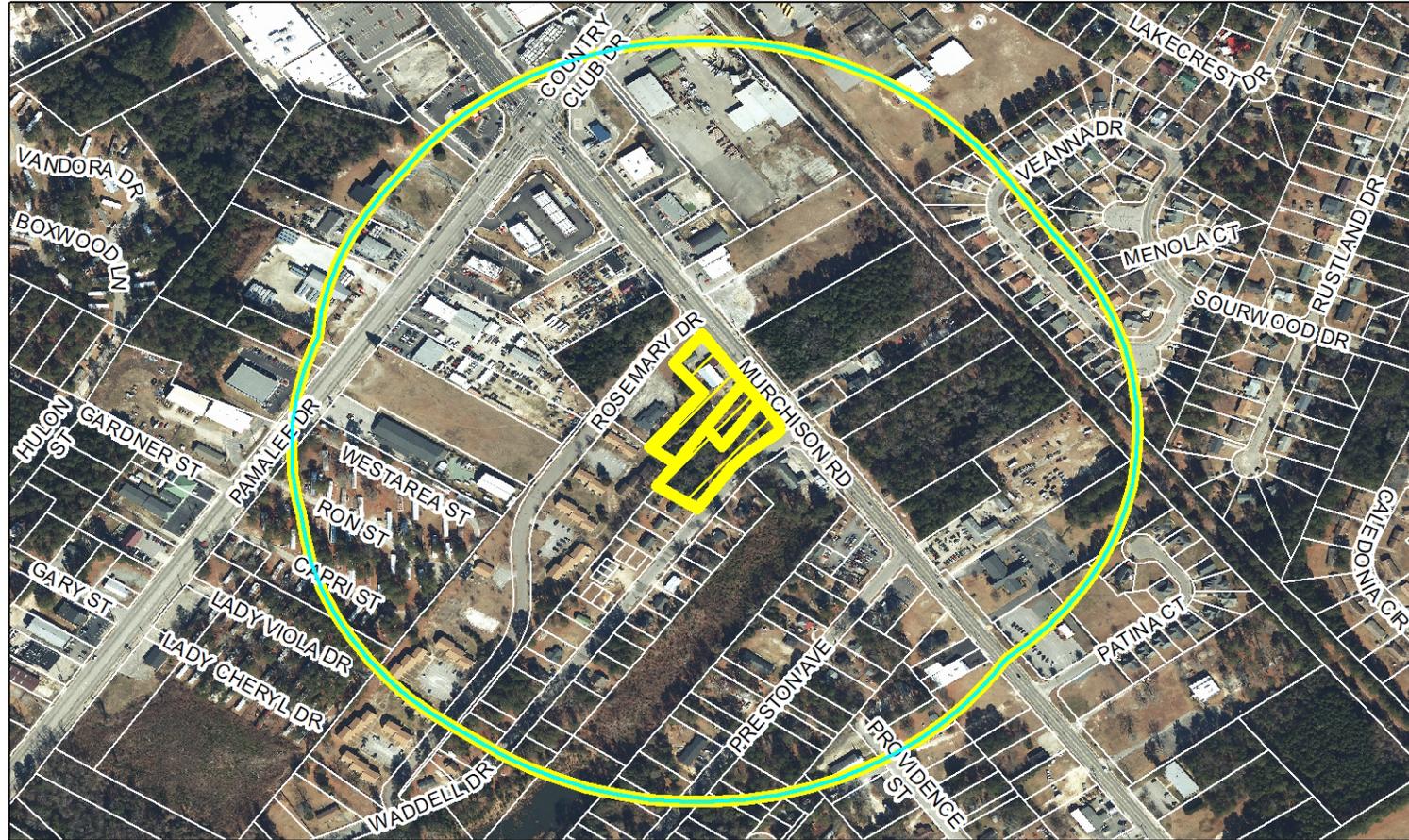
Request: SUP – Reduction in separation between uses.

Location: 3003, 3005, 3009 MURCHISON RD

Acreage: 2.35 ± acres

District: 4 – Haire

REID #: 0428597115000, 0428596376000, 0428597350000



Aerial

Case #: SUP25-03

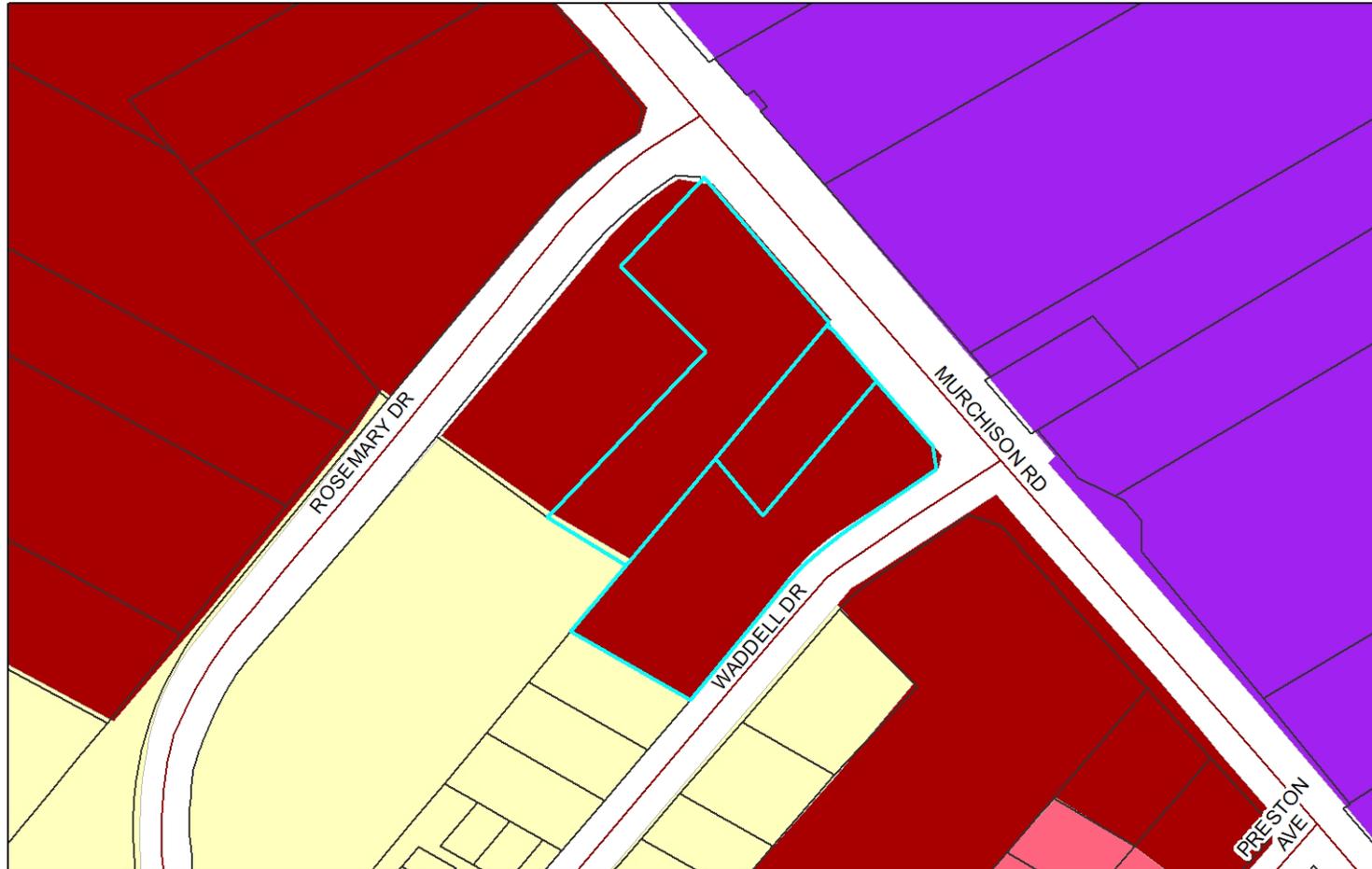
REQUEST: Reduction in separation for Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

 1,000 Foot Notification Area

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





Zoning Map

Case #: SUP25-03

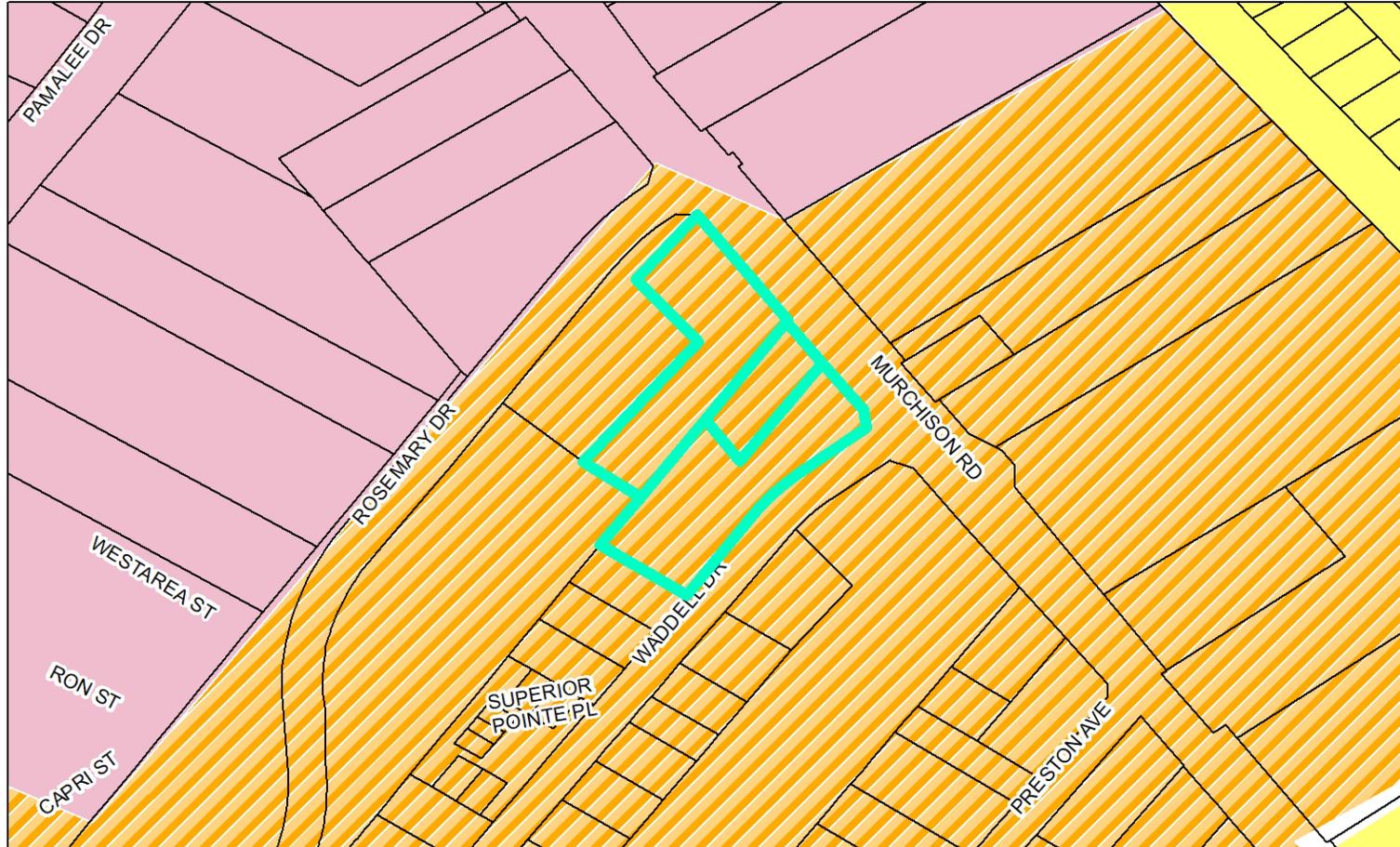
REQUEST: Reduction in separation for Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

Legend

-  CC - Community Commercial
-  HI - Heavy Industrial
-  LC - Limited Commercial
-  SF-6 - Single-Family Residential 6





Land Use Map

Case #: SUP25-03

REQUEST: Reduction in separation for Automotive Wrecker Service

LOCATION: 3003, 3005, 3009 MURCHISON RD

Legend

Land Use Plan 2040

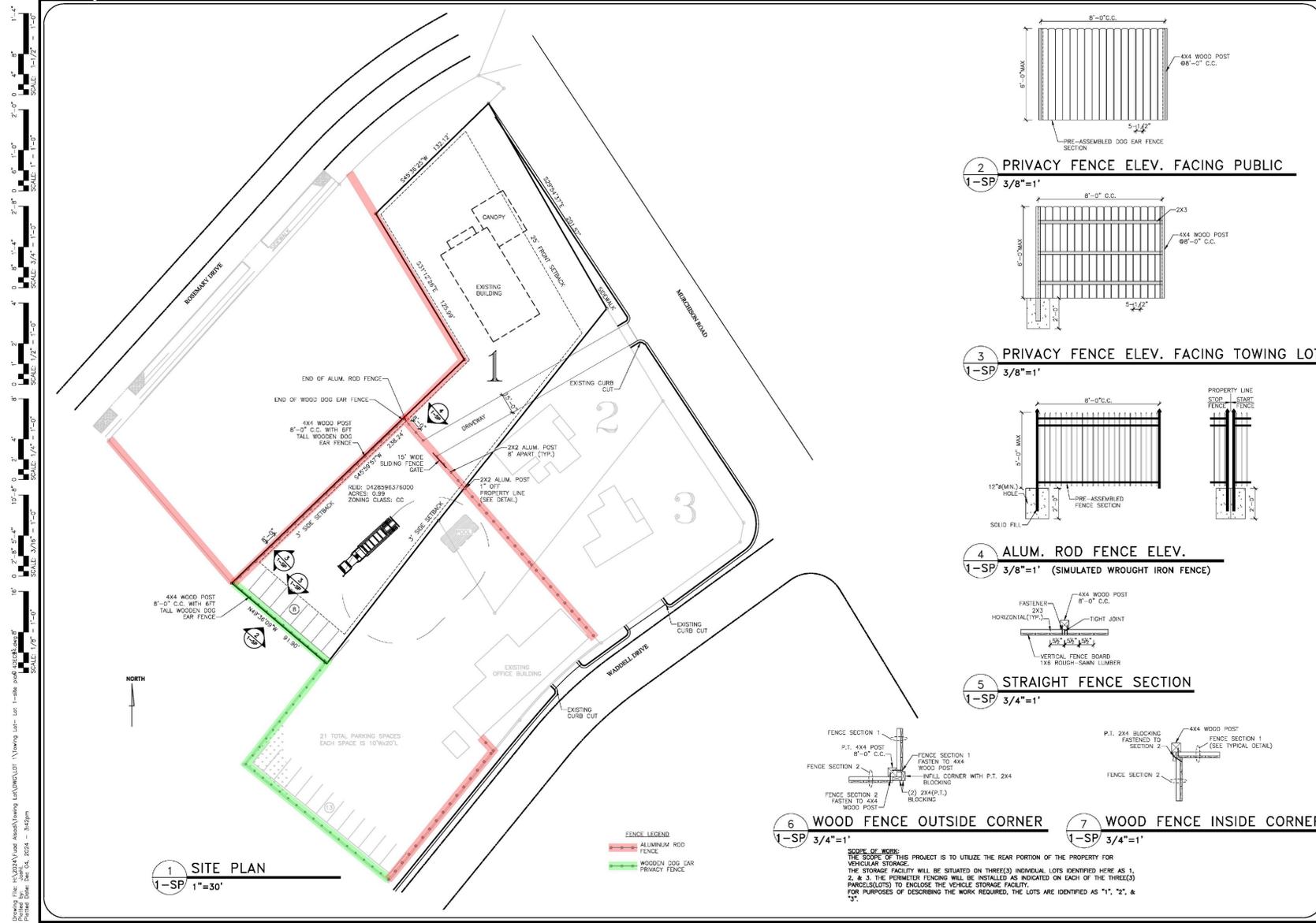
Character Areas

-  LDR - LOW DENSITY
-  NIR - NEIGHBORHOOD IMPROVEMENT
-  NMU - NEIGHBORHOOD MIXED USE











J. E. JENKINS
CONSULTING ENGINEERS, P.A.
1000 PARKWAY DRIVE, SUITE 100
FAYETTEVILLE, NC 28404



S. T. J. J. J.
REGISTERED PROFESSIONAL ENGINEER
1000 PARKWAY DRIVE, SUITE 100
FAYETTEVILLE, NC 28404

ILLUSTRATED/DESCRIBED BY: KJD DRAWN BY: SAN, T.S., J.D. DATE: 2024-08-11 PROJECT: Y & A TOWING CONTRACTOR/BUILDER: LIBERTY BUILDER	SHEET: LOT 1 SITE PLAN DATE: 4 DEC 2024
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ALL WORK SHALL BE IN ACCORDANCE WITH THE NORTH CAROLINA PROFESSIONAL ENGINEERING ACT AND RULES AND REGULATIONS. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE FACILITY AS SHOWN ON THESE PLANS. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY THE CLIENT OR ANY OTHER PARTY. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE FACILITY AS SHOWN ON THESE PLANS.

PROJECT: Y & A TOWING LOT
3009 MURCHISON RD., FAYETTEVILLE, NC 28301
SHEET: LOT 1 SITE PLAN
1-SP



Surrounding Area:

The surrounding area primarily consists of CC and HI zoning districts along Murchison Road, transitioning to a mix of single-family detached and attached housing, along with two to four family dwelling, townhomes and multi-family along Rosemary Drive and Waddell Drive. Two of the three properties that are included in this application abut residentially zoned properties and almost all of these properties are developed.

Special Use Permit Request:

The owner is requesting a reduction in the 250-foot separation standards between an automotive wrecker service and residentially zoned property. The applicant's request would reduce the separation down to approximately 0 feet. These properties and some of the surrounding residential properties share common property lines.

OPTION 1

I move to APPROVE the Special Use Permit to allow the reduction of the separation requirement between an automotive wrecker service and residentially zoned property subject to the submitted site plans and conforming to the current Unified Development Ordinance standards as depicted on the attached site plan, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in a Community Commercial (CC) zoning district and (2) that this use complies with the findings listed and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of the area.

OPTION 2

I move to DISAPPROVE the Special Use Permit (SUP) for the reduction of the separation requirement between an automotive wrecker service and residentially zoned property as depicted on the attached site plan, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application does not meet the finding(s) of fact listed below. More specifically finding(s) # _____.]

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

1. The special use complies with all applicable standards, conditions, and specifications in this Ordinance, including in Section 30-4.C, Use-Specific Standards;
2. The special use will be in harmony with the area in which it is located;
3. The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;
4. The special use is in general conformity with the City's adopted land use plans and policies;
5. The special use will not substantially injure the value of the abutting land, or the special use is a public necessity; and
6. The special use complies with all other relevant City, State, and Federal laws and regulations.



 **FAYETTEVILLE** ^{NC}
AMERICA'S CAN DO CITY

FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 25-4919

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A3

TO: Mayor and Members of City Council

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

FROM: Craig Harmon, Senior Planner

DATE: September 22, 2025

RE:

Approve P25-42: A request to rezone property from Residential SF-10 to Residential MR-5 at Unaddressed Silver Pine Dr. (REID #0408865476000) owned by GCMMB LLC

COUNCIL DISTRICT(S):

4 - Haire

Relationship To Strategic Plan:

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

- Objective 2.1 - To ensure a diverse City tax base

Goal III: City invested in Today and Tomorrow

- Objective 3.2 - To manage the City's future growth and strategic land use

Executive Summary:

The City Council is requested to receive all evidence and testimony presented and take action on the proposed rezoning.

Rezoning Request Summary

The applicant is seeking to rezone a single parcel located on Silver Pine Drive, within the Ponderosa Subdivision off Yadkin Road. The property is currently zoned Single Family Residential 10 (SF-10). The request is to rezone the entire parcel to Mixed Residential 5 (MR-5) to allow for a broader range of residential housing types.

On August 12, 2025, the Zoning Commission held a legislative hearing on this case and voted 3-1 to recommend approval.

Background:

Owner: GCMMB LLC, Carolyn Armstrong
Applicant: Lorie Epler, Larry King and Assoc.
Requested Action: SF-10 to MR-5
REID #: 0408865476000
Status of Property: Undeveloped
Size: 5.7 acres
Adjoining Land Use & Zoning:

- North: SF-10 - Single family houses
- South: SF-6 - Undeveloped
- East: SF-10 - Undeveloped flood plain
- West: SF-10 - Single family houses

Letters Mailed: 192

Land Use Plans:

With the adoption of the 2040 Comprehensive Plan: Future Land Use Map & Plan on May 26, 2020, all properties within the city limits as well as properties identified as being in the Municipal Influence Area (MIA) are subject to this plan. According to the Plan, it is recommended that this portion of the city should be developed as **Low Density Residential**. Low density residential is mainly single family residential with some accessory dwellings; occasionally with duplexes or townhomes. Due to existing easements the property's topography, only about 25 units can be developed on the 5.7 acres.

Issues/Analysis:

History

The subject property was formerly the site of a waste treatment plant, which ceased operations in the 1980s and was fully removed by 1995. The surrounding Ponderosa Subdivision (Section 2) was platted in 1964, with construction beginning shortly thereafter.

Surrounding Area

The surrounding Ponderosa neighborhood is a well-established single-family subdivision, with most lots measuring approximately one-quarter acre. Due to site constraints, the proposed development will maintain a similar density.

Rezoning Request

The applicant is requesting a straight rezoning from Single Family Residential 10 (SF-10) to Mixed Residential 5 (MR-5), in accordance with Section 30-2.C of the Unified Development Ordinance (UDO).

The MR-5 zoning district allows for a variety of residential housing types-including single-family detached homes, duplexes, townhomes, and multi-family dwellings-at moderate to high densities. As a straight rezoning, no conditions or limitations may be applied; all uses permitted under MR-5 per the UDO Use Table would be allowed.

Land Use Plan Analysis

According to the Future Land Use Map and Plan, this area is designated for Low Density Residential development, which generally includes single-family homes with limited duplexes or townhomes. However, existing easements and topographic constraints limit the property's development potential.

Although the site is 5.7 acres, only a portion is developable, and the applicant is proposing approximately 25 units-a density consistent with the existing subdivision and

significantly less than the 114 units allowed under full MR-5 zoning.

Consistency and Reasonableness

While the rezoning does not strictly conform to the Low-Density Residential designation, the constrained site conditions limit density, aligning the proposed development with surrounding land use patterns. The request supports the City's strategic growth and housing diversification goals and is consistent with written policies in the Land Use Plan, as outlined in the attached Consistency and Reasonableness Statement.

Conclusion

The proposed rezoning from SF-10 to MR-5 accommodates diverse housing types while preserving a density similar to the surrounding subdivision. Despite partial inconsistency with the Future Land Use Plan, site limitations ensure the development remains low to moderate in intensity. The request supports sustainable, compatible residential growth in line with broader City planning objectives.

Budget Impact:

There is not an immediate budgetary impact but there will be an economic impact associated with this rezoning that will occur due to taxes collected in the future.

Options:

1. Approval of the map amendment to MR-5 as presented based on the evidence submitted and finds that the rezoning is consistent with the Future Land Use Plan as demonstrated by the attached consistency and reasonableness statement (recommended)
2. Approval of the map amendment to a more restrictive zoning district based on the evidence submitted and finds that the map amendment would be consistent with the Future Land Use Plan and an amended consistency statement.
3. Denial of the map amendment request based on the evidence submitted and finds that the map amendment is inconsistent with the Future Land Use Plan.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend that the City Council move to approve the proposed zoning map amendment to Mixed Residential 5 (MR-5), based on the following findings:

The proposed map amendment is consistent with the City's adopted growth strategies and supports policies outlined in the Unified Development Ordinance (UDO). While the MR-5 district allows for a variety of housing types, development on the site will remain low-density due to existing topographic and easement constraints.

The uses permitted under the MR-5 zoning classification are appropriate for the surrounding area, given the existing zoning designations and land uses.

There are no identified adverse impacts on public health, safety, morals, or general welfare resulting from the proposed rezoning.

Attachments:

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

Project Overview

#1779844

Project Title: SIVER PINE

Jurisdiction: City of Fayetteville

Application Type: 5.1) Rezoning (Map Amendment)

State: NC

Workflow: Staff Review

County: Cumberland

Project Location

Project Address or PIN: 0 ? DR (0408865476000)

Zip Code: 28303

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

GIS Verified Data

Project Address: 0 ? DR

General Project Information

Has the land been the subject of a map amendment application in the last five years?: No

Previous Amendment Approval Date:

Previous Amendment Case #:

Proposed Zoning District: MR5

Acreage to be Rezoned: 5.7

Is this application related to an annexation?: No

Water Service: Public

Sewer Service: Public

A) Please describe all existing uses of the land and existing structures on the site, if any:

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

VACANT

SF10

SF6

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

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

THE LAND USE PLAN CALLS FOR LOW DENSITY AT THIS LOCATION. 25 UNITS ON 5.7 ACRES WILL QUALIFY AS LOW DENSITY. BECAUSE OF EASEMENTS ON THE PROPERTY AND TOPOGRAPHY, THAT IS THE MAXIMUM NUMBER OF UNITS POSSIBLE.

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

THIS PROPERTY PREVIOUSLY WAS A SEWAGE TREATMENT PLANT. THE CHANGES TO PROPERTY RIGHTS BY THE UDO (REMOVAL OF MULTIFAMILY FROM R10) MAKE THIS REZONING NECESSARY FOR MAXIMIZING THE USE OF THE PROPERTY.

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

THE PROPOSED DEVELOPMENT IS AN AFFORDABLE HOUSING PROJECT TO PROVIDE MUCH NEEDED HOUSING AND MAKE USE OF A COMPLICATED PARCEL.

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

THIS ZONING WILL ALLOW THE OWNER TO MAKE LOGICAL USE OF PROPERTY THAT IS ENCUMBERED BY SEVERE TOPOGRAPHY IN THE REAR ALONG THE CREEK, BY WETLANDS AND NUMEROUS EASEMENTS FOR UTILITIES.

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

THIS PROJECT WILL SERVE AS A TRANSITION AREA FROM THE COMMERCIAL AREA ALONG YADKIN ROAD TO THE SINGLE FAMILY TO THE WEST.

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

TO NO EXTENT. ALL PROPERTIES SURROUNDING IT ARE DEVELOPED OR NOT SUITABLE FOR DEVELOPMENT.

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

THIS IS NOT COMMERCIAL DEVELOPMENT.

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

MR5 IS A TRANSITION DISTRICT BETWEEN COMMERCIAL AND SING FAMILY HOUSING.

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

TO NO EXTENT. MANY LOTS IN THE ADJOINING NEIGHBORHOOD DO NOT MEET THE MINIMUM LOT SIZE IN THE SF10 ZONING.

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

WETLANDS AND TOPOGRAPHICALLY SENSITIVE AREAS WILL BE CONSERVED AND NOT IMPACTED.

Primary Contact Information

Contractor's NC ID#:

Project Contact - Agent/Representative

LORIEPLER
Larry King & Assoc.
1333 Morganton Road, Fayetteville
Fayetteville, NC 28305
P:9104834300
LEPLER@LKANDA.COM

Project Owner

CAROLYN ARMSTRONG
GCMMB LLC
2709 THORNGROVE CT.
FAYETTEVILLE, NC 28303
P:910-864-1125
LEPLER@LKANDA.COM

Property Owner Email: BrianA@c-sprop.com

Project Contact - Primary Point of Contact for the Developer

ERIN DOUGLAS
GCMMB LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303
P:910-864-3232
ErinD@c-sprop.com

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

NC State General Contractor's License Number:

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State Mechanical Contractor's #1 License Number:

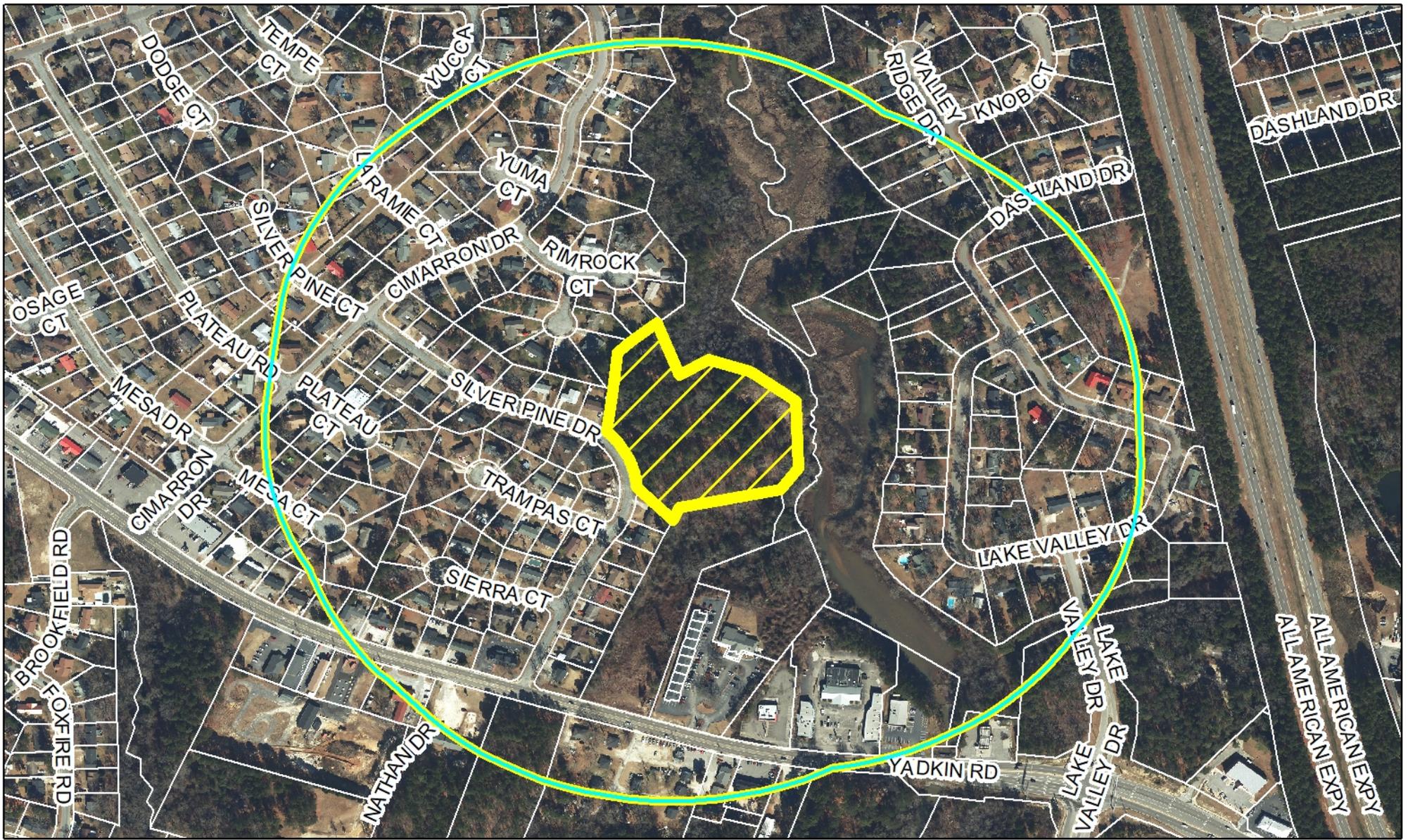
NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

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



Aerial

Case #: P25-42

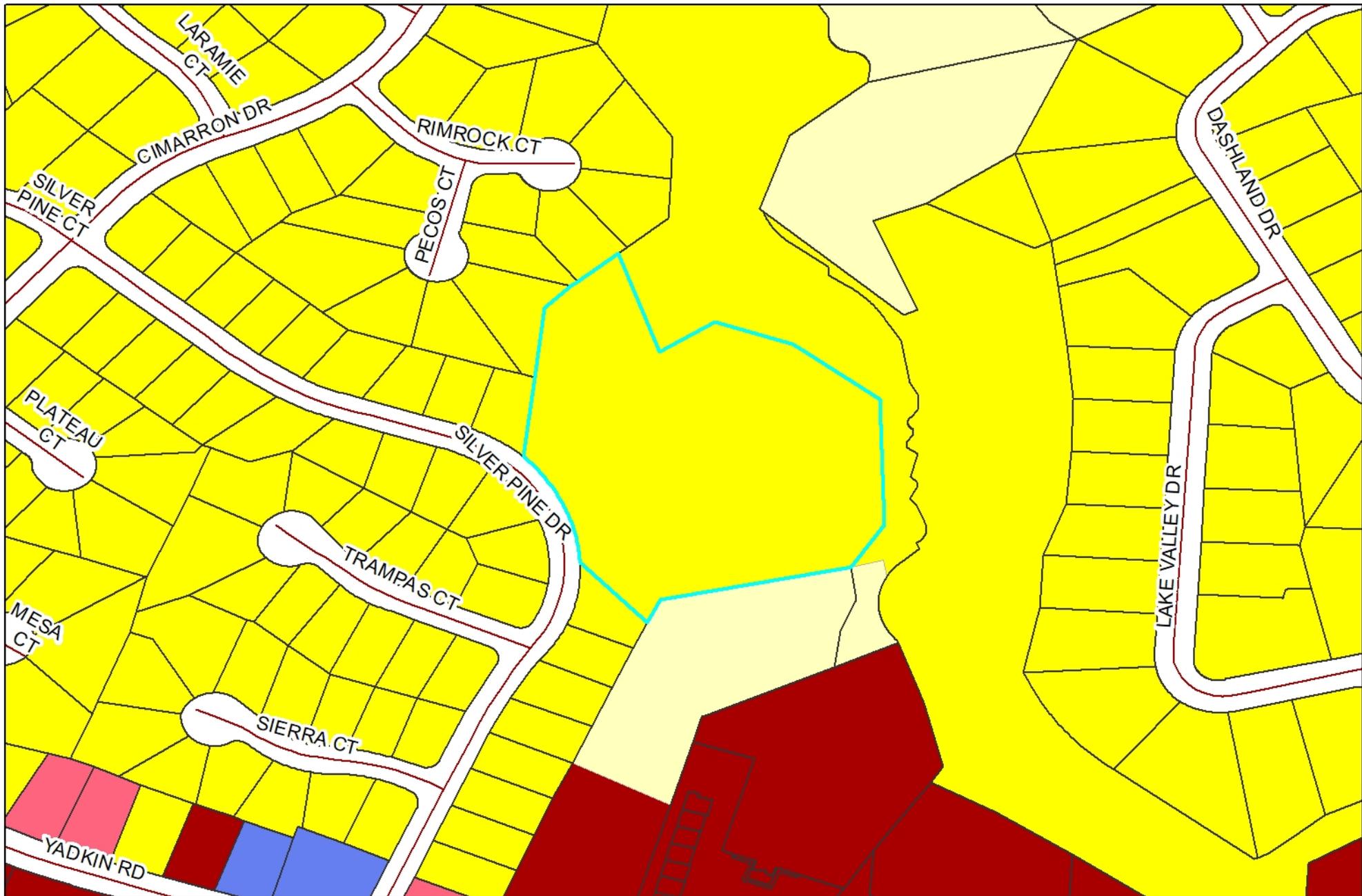
Letters are being sent to all property owners within the 1,000' buffer. Subject property is shown in the hatched pattern.

 1,000 Foot Notification Area

REQUEST: Rezoning SF-10 to MR-5

LOCATION: Unaddressed Silver Pine Dr





Zoning Map

Case #: P25-42

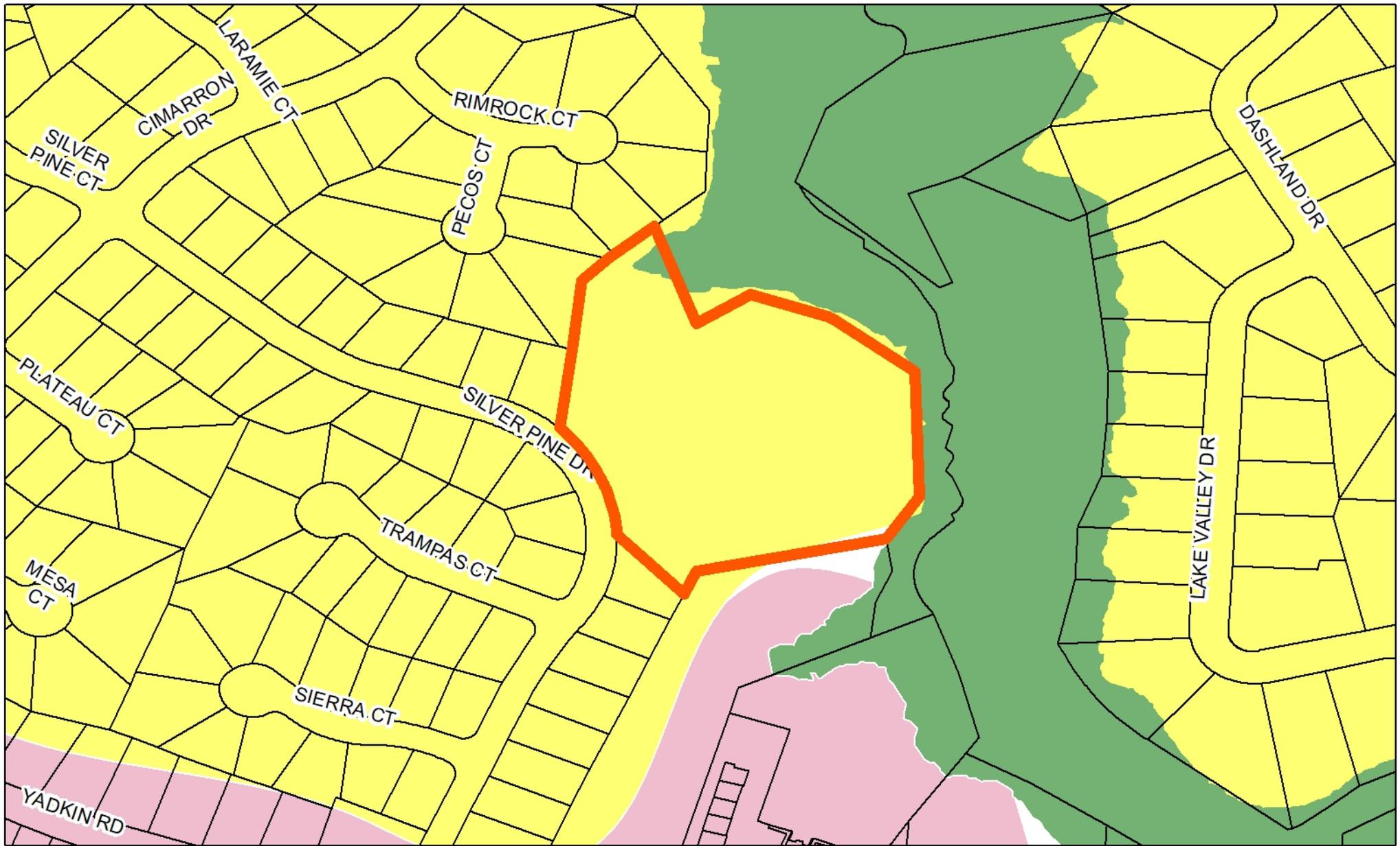
REQUEST: Rezoning SF-10 to MR-5

LOCATION: Undeveloped Silver Pine Drive

Legend

- CC - Community Commercial
- LC - Limited Commercial
- OI - Office & Institutional
- SF-6 - Single-Family Residential 6
- SF-10 - Single-Family Residential 10





Land Use Map

Case #: P25-42

REQUEST: Rezoning SF-10 to MR-5

LOCATION: Undeveloped Silver Pine Drive

Legend

Land Use Plan 2040

Character Areas

- PARKOS - PARK / OPEN SPACE
- LDR - LOW DENSITY
- NMU - NEIGHBORHOOD MIXED USE







Consistency and Reasonableness Statement

Map Amendments

Pursuant N.C.G.S. Sections 160D-604 and -605, the Zoning Commission finds that the proposed zoning map amendment in case P25-42 is consistent with the City of Fayetteville’s Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan:

Consistency

1. GOALS

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

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICES AND STRATEGIES	CONSISTENT	INCONSISTENT
LUP 1: Encourage growth in areas well-served by infrastructure and urban services, including roads, utilities, parks, schools, police, fire, and emergency services.	X	
1.2: Encourage more intense uses, greater mix of uses and denser residential types in key focal areas.	X	
LUP 3: Encourage redevelopment along underutilized commercial strip corridors and reinvestment in distressed residential neighborhoods	X	
3.2: Identify potential barriers for redevelopment and reinvestment and provide flexibility through modifications to development regulations while maintaining high standards.	X	
LUP 4: Create well-designed and walkable commercial and mixed use districts.	X	
4.1: Ensure new development meets basic site design standards	X	

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

	The proposed land use is consistent and aligns with the area's designation on the FLU Map.	OR	<input checked="" type="checkbox"/>	The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
<input checked="" type="checkbox"/>	The proposed designation, as requested, would permit uses that are complimentary to those existing on adjacent tracts.	OR		The proposed designation, as requested, would permit uses that are incongruous to those existing on adjacent tracts.

Reasonableness

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

The size, physical conditions, and other attributes of the proposed use(s) will benefit the surrounding community.

The amendment includes conditions that limit potential negative impacts on neighboring uses.

The proposed uses address the needs of the area and/or City.

The proposal adapts the zoning code to reflect modern land-use trends and patterns.

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

improves consistency with the long-range plan.

improves the tax base.

preserves environmental and/or cultural resources.

facilitates a desired kind of development.

provides needed housing/commercial area.

Additional comments, if any (write-in):

August 12, 2025

Date

Chair Signature

Print



City of Fayetteville

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

City Council Action Memo

File Number: 25-4916

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A4

TO: Mayor and Members of City Council

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

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

DATE: September 22, 2025

RE:
Approve Ordinances for Uninhabitable Structures: Demolition Recommendations

781 Richardson Avenue District 7
820 Zadock Drive District 8

COUNCIL DISTRICT(S):
7,8

Relationship To Strategic Plan:

Goal 1: Safe & Secure Community; Goal 4: Desirable Place to Live, Work & Recreate

Executive Summary:

Staff requests that the Council approve demolition ordinances for two residential buildings deemed dangerous.

Background:

781 Richardson Avenue - PIN 9487-72-2821

The City Inspector is obligated to address conditions that violate the Dwellings and Buildings Minimum Standards Code of Fayetteville, NC. This vacant residential mobile home was inspected and condemned as dangerous on February 25, 2025 due to neglect. The structure needs significant repairs, steps, porch framing, walls, doors and door frames, windowpanes, window frames and sashes, roofing material, flashing and trim/fascia.

A notice of the hearing was published in the *Fayetteville Observer* on May 4, 2025, and the hearing was held on May 19, 2025, with the property owner attending.

Following this hearing, an order was issued on May 20, 2025, directing the owner to either repair or demolish the structure within 90 days. The notice included information about the City's Economic & Community Development Department and available programs to help with repairs and demolition costs.

To date, there has been no enrollment in the Blight Removal Program, and no repairs have been made to the property, which remains in its condemned state. The property has

had no emergency calls reported in the past 24 months. The property has accumulated five code violations. No City assessments and \$2,148.89 in outstanding taxes. The property has a demolition score of 66.5 points on the matrix.

820 Zadock Drive - PIN 9477-44-0498

The City Inspector is obligated to address conditions that violate the Dwellings and Buildings Minimum Standards Code of Fayetteville, NC. This residential property was condemned as dangerous on December 17, 2024, due to fire. The structure needs significant repairs, ceiling and ceiling joists, walls, electrical wiring, boxes, switches, fixtures and devices, doors and door frames, windowpanes, window frames and sashes, roofing material, flashing and trim/fascia, roof structure and sheathing.

The first hearing regarding the property's condition was scheduled for April 25, 2025, with the property owner failing to sign for certified service of the hearing.

A notice of the second hearing was published in the *Fayetteville Observer* on April 27, 2025 and the hearing was held on May 12, 2025, in which the property owner failed to attend. Following the hearing, an order to repair or demolish the structure within 90 days was issued and sent to the owner on May 14, 2025.

The notice provided contact information for the City of Fayetteville Economic & Community Development Department, as well as details on available programs to assist with repair and demolition expenses.

To date, several repair attempts have been initiated but remain unfinished over the past eight months, with no inspections conducted. If voluntary compliance is achieved, we will present a demolition rescission ordinance to the Council to revoke the original demolition order. Additionally, there has been no confirmation of enrollment in the Blight Removal Program. The property has had 25 emergency calls reported in past 24 months. The property has four code violations, with no City assessments and \$433.06 in outstanding taxes. This property has a demolition score of 92 points on the matrix.

Issues/Analysis:

The subject properties are substandard and significantly contribute to neighborhood blight and nuisance. This undermines the City's Strategic Operating Plan Goal 1, which aims to enhance community well-being and maintain high standards for our neighborhoods.

Budget Impact:

The demolition costs for these structures will be established through a competitive bidding process conducted after the adoption of the demolition ordinance. Please note that additional, yet-to-be-determined expenses for asbestos testing and abatement may also be required.

Options:

- Adopt the ordinance and demolish the structures.
- Abstain from any action and allow the structures to remain.
- Defer any actions for a later date.

Recommended Action:

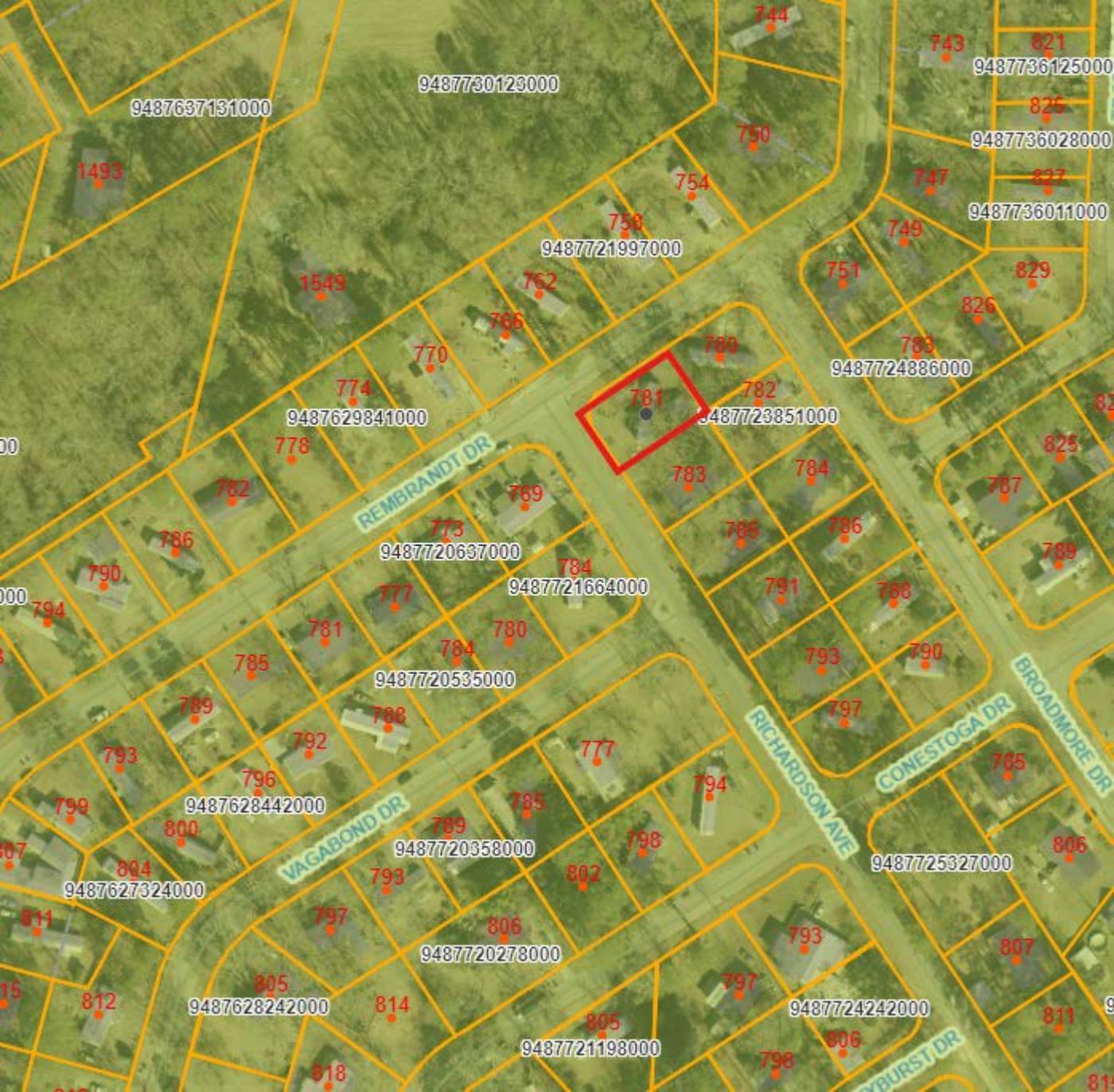
Staff strongly recommend that the Council adopt the ordinances authorizing the

demolition of these structures. We will continue to engage with property owners up until the demolition is scheduled to begin, working to either bring the structures into compliance, secure voluntary demolition, or facilitate violation abatement with the help of a Community Development grant.

Should we achieve voluntary compliance, we will present a demolition rescission ordinance to the Council to remove the initial demolition order from the property deed. Prompt Council approval of the demolition ordinances is crucial, as it enhances our leverage with property owners and is the only means to stay or suspend demolition proceedings after an order has been adopted.

Attachments:

Aerial Maps, Violation Photos, Proposed Ordinances, Scoring Matrix and PowerPoint Presentation



9487637131000

9487730123000

9487736125000

1493

9487736028000

1549

9487721997000

9487736011000

9487629841000

9487724886000

9487723851000

REMBRANDT DR

9487720637000

9487721664000

9487720535000

RICHARDSON AVE

CONESTOGA DR

BROADMORE DR

9487628442000

9487720358000

9487725327000

VAGABOND DR

9487627324000

9487720278000

9487724242000

9487628242000

9487721198000

9487724242000

811

812

805

814

805

806

811

818

798

806

81

781 Richardson Avenue



(All exterior finish shall be weathertight without excessive holes, cracks or rotted boards which permit air or water to penetrate rooms. Adequate posts and railings, not rotted, broken or termite damaged, shall be provided.)

781 Richardson Avenue



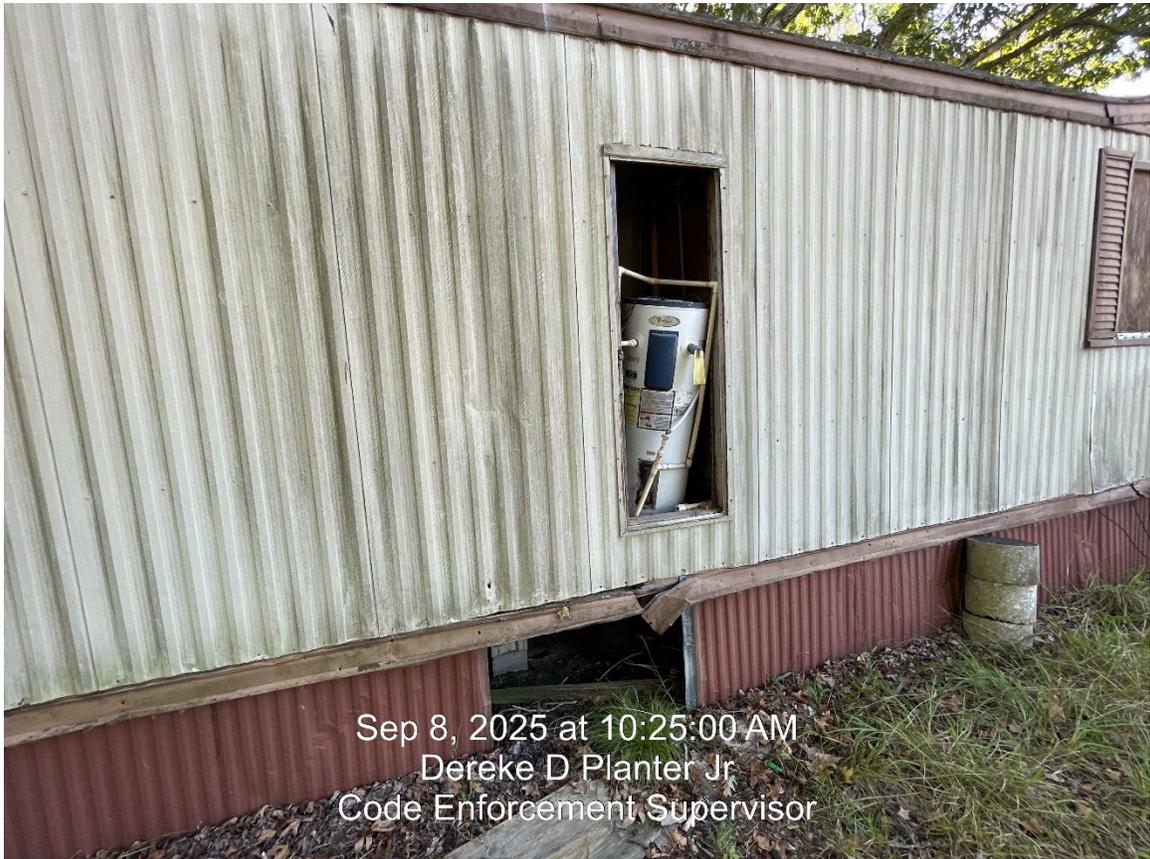
Sep 8, 2025 at 10:23:46 AM
Dereke D Planter Jr
Code Enforcement Supervisor



Sep 8, 2025 at 10:24:22 AM
Dereke D Planter Jr
Code Enforcement Supervisor

(Windows shall be reasonably weathertight with no broken glass, Interior finish shall be free of holes and excessive cracks which permit air to penetrate rooms)

781 Richardson Avenue



Sep 8, 2025 at 10:25:00 AM
Dereke D Planter Jr
Code Enforcement Supervisor



Sep 8, 2025 at 10:24:27 AM
Dereke D Planter Jr
Code Enforcement Supervisor

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

781 Richardson Avenue



Sep 8, 2025 at 10:24:46 AM
Dereke D Planter Jr
Code Enforcement Supervisor

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

**AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA**

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

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

The City Council finds the following facts:

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

781 Richardson Avenue
PIN 9487-72-2821-

LEGAL: BEING all of Lot 150, SUNSET PARK ~ SECTION III, per plat of the same duly recorded in Book of Plats 36, Page 17, Cumberland County Registry, North Carolina.

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

Wisdom Wilds, LLC
6478 Brookshire Street
Fayetteville, NC 28314

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before August 18, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.
- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.

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

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this 22nd day of September 2025.

CITY OF FAYETTEVILLE

BY:

Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable	150	150	30%	100	30
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage Or	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	50	15
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	10	1.5
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							66.5

Definitions

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

1	<p>Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the property have not made substantial improvements to the property.</p> <p>Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.</p>
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 day time frame starts the day that the hearing order is signed.
3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10% of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -



820 Zadock Drive



(Ceiling and ceiling joists, Roofing material, flashing, trim and fascia, Roof rafters and sheathing, wall exterior and interior)

820 Zadock Drive



(Wall finish shall be free of holes and excessive cracks which permit air to penetrate rooms. Excessive loose plaster, loose boards, or other loose wall materials shall be prohibited.)

820 Zadock Drive



(Structures. Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.)

**AN ORDINANCE OF THE CITY COUNCIL
OF
FAYETTEVILLE, NORTH CAROLINA**

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

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

The City Council finds the following facts:

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

820 Zadock Drive
PIN 9477-44-0498-

LEGAL: BEING all of Lot 480 in a subdivision known as HARRIS PLACE -
SECTION TWO, PHASE TWO, according to a plat of the same being duly recorded in Book of Plats 102,
Page 34, Cumberland County Registry, North Carolina.

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

Natasha S. Hollingsworth
820 Zadock Drive
Fayetteville, NC 28314

Wilfred D. Hollingsworth Jr.
9041 Old Mintz Highway
Garner, NC 28441

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City of Fayetteville, NC having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to complete certain repairs or demolish the structure on or before August 12, 2025.
- (3) And said owners without lawful cause, failed or refused to comply with said order; and the Code Enforcement Official is authorized by said Code, and the North Carolina General Statutes § 160D-1203(5), when ordered by Ordinance of the City Council, to do with respect to said property what said owners were so ordered to do, but did not.

- (4) The City Council has been provided with information regarding the entire record of said Hearing Official, and finds, that all findings of fact and all orders of said Hearing Official are true and authorized.
- (5) That pursuant to the North Carolina General Statutes § 160D-1203(7), the cost of the demolition shall be a lien against the real property upon which the cost was incurred.

Whereupon it is ordained that:

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

Adopted this 22nd day of September 2025.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk



City Council Initiated Demolition Score Matrix

TIER	FACTOR	SUBFACTOR	AVAILABLE POINTS	MAXIMUM POINTS UP TO	MULTIPLYING FACTOR	ASSIGNED POINTS	TOTAL
1	Structural Damage	Burned Out or Major Fire Damage and Uninhabitable	150	150	30%	150	45
		Minor Fire Damage but Habitable	75				
		Obvious Visual Structural Damage Or	100				
		No Obvious Visual Structural Damage	50				
2	Time on Demolition List	Over one year (365 days and over)	80	80	30%	80	24
		Under one year (up to 364 days)	50				
3	Ordinance	Demolition Ordinance Signed by City Council	20	20	30%		0
4	Financial Cost	Cost of Demolition is Over 10% of the Annual Demolition Budget	40	80	20%	80	16
		Cost of Demolition is Under 10% of the Annual Demolition Budget	80				
5	Crime	Frequent Police Calls Or	20	20	15%	20	3
		Code Enforcement Compliants - over 5	10				
6	Location	Located Within the 100 year Floodplain or Other Environmental Sensitive Area	60	60	10%	40	4
		School/Park/Public Facility located Within 1/2 mile	40				
		Within a Neighborhood Revitalization Area	40				
TOTAL POINTS							92

Definitions

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

1	<p>Structural Damage - In this section, the scorer uses the fire department structural evaluation to score the property. If the property is gutted by fire and uninhabitable, then the maximum points can be assigned. A minor fire, but habitable structure receives less points and should be used when the owners of the property have not made substantial improvements to the property.</p> <p>Visual Structural Damage - Obvious structural damage refers to the missing element from a structure such as a collapsed roof system, missing support beams, damaged foundations, or damaged/missing exterior wall elements. Points can also be awarded in this section for exterior fire damage. No obvious visual structural damage refers to damage to a structure that is interior to the structure or within the walls.</p>
2	Time on the Demolition List signifies how many days the property has been identified as a nuisance/blighted property. The 365 day time frame starts the day that the hearing order is signed.
3	Demolition Ordinance - This spreadsheet will be used on projects with demolition ordinances and future demolitions. This factor will be removed and the points reallocated once all prior demolitions have been completed.
4	Financial Cost allows the department to manage its resources. Higher points are awarded to projects that utilize under 10% of the department's current annual demolition budget. Projects that require over 10% of the budget, receive less points due to the fact that those projects diminish the department's ability to mitigate additional projects.
5	Crime - The frequency of police calls shall get full points if the number of calls is over five in a three month time period. The subject property can receive full Code Enforcement points if the project receives over five Code Enforcement complaints in a 24 month period.
6	Location -

Uninhabitable Structures Demolition Recommendation

September 22, 2025



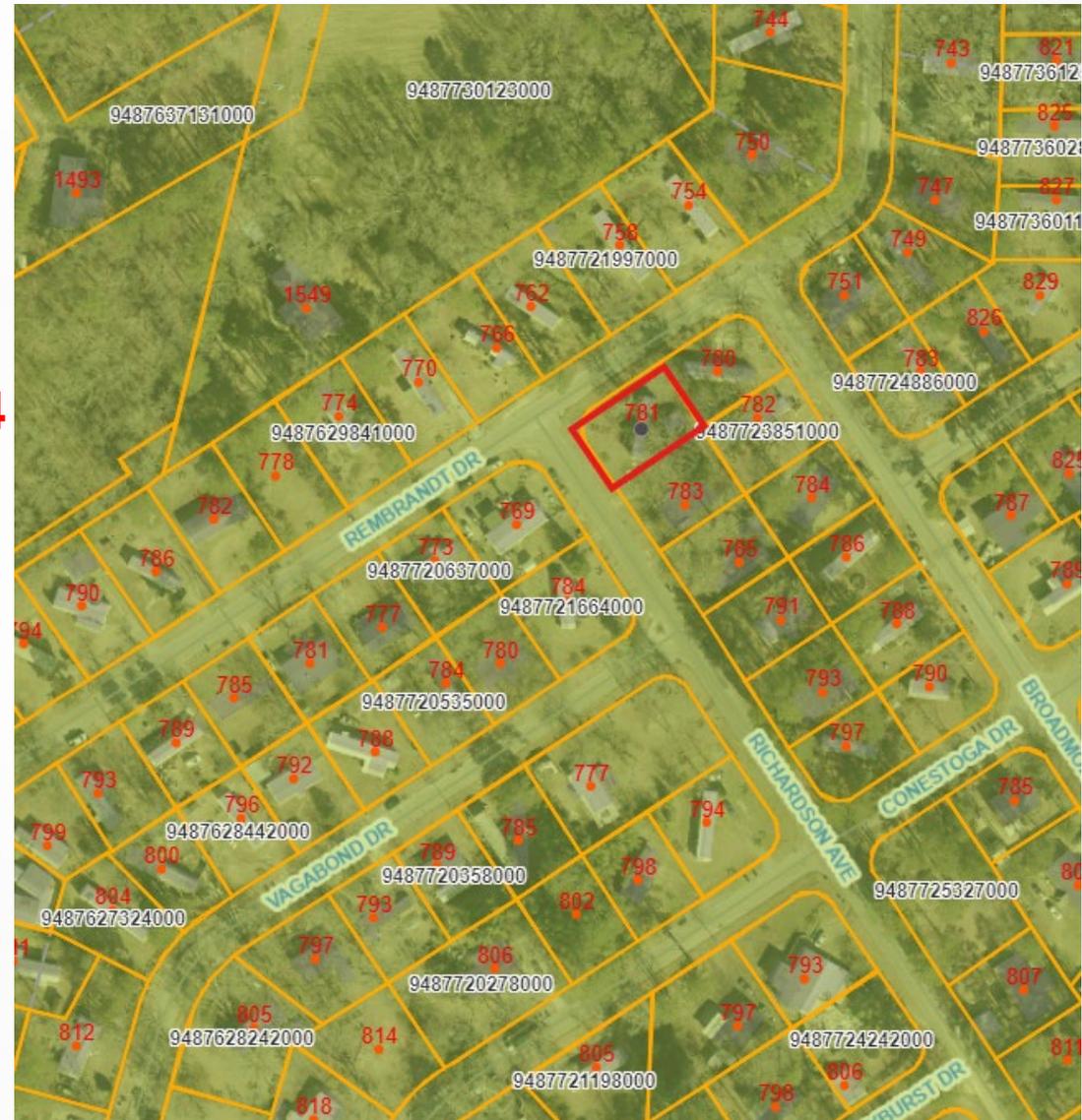
Uninhabitable Structures Demolition Recommendation

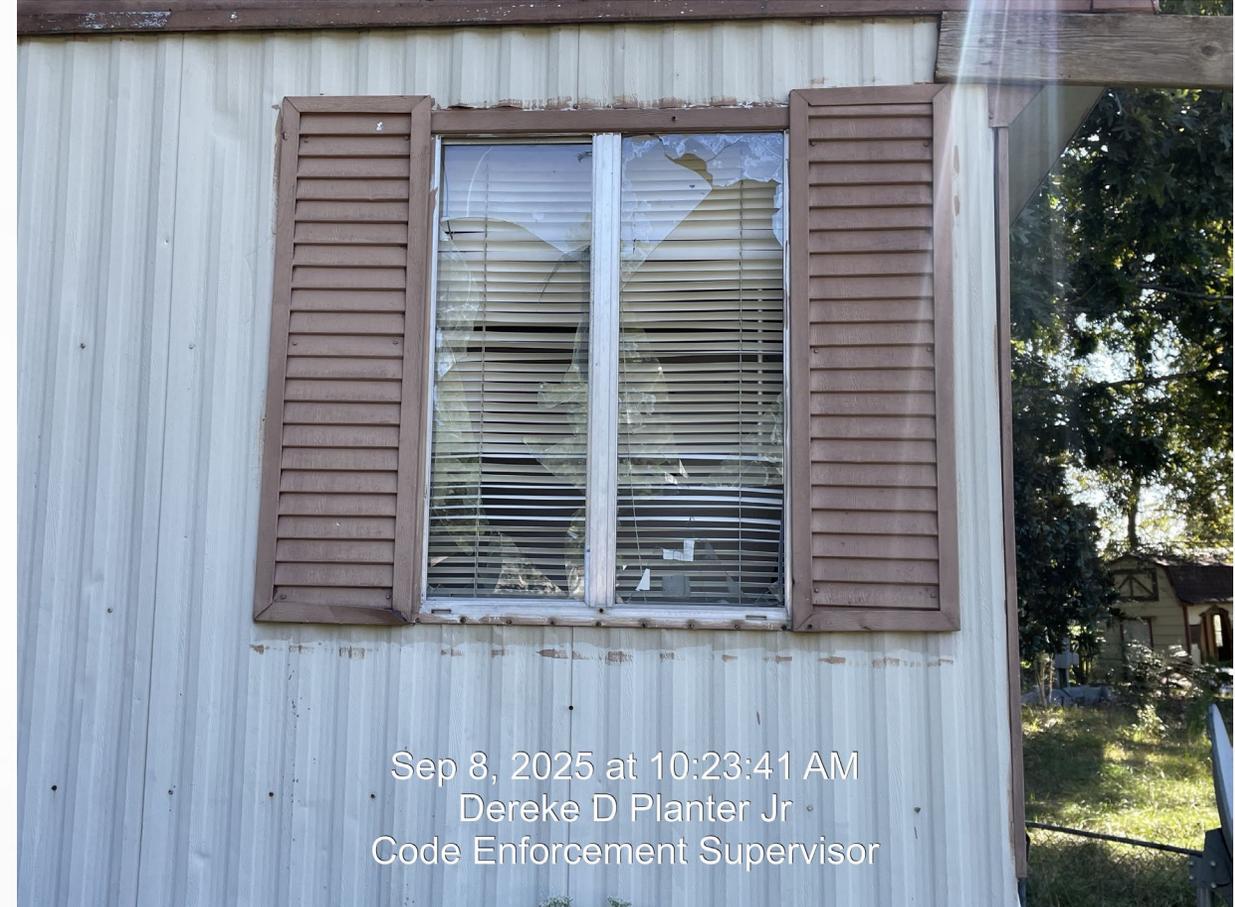
- Staff requests that the Council approve demolition ordinances for two residential buildings deemed dangerous.





- **Dangerous residential building**
- **Demolition matrix score 66.5**
- **No current utilities service**
- **No calls for 911 Service available – last 24 months**
- **5 code violations – last 24 months**
- **No city assessments**
- **\$2,148.89 in outstanding taxes**
- **Not enrolled in the Blight removal Program**
- **Not in QCT and Low to moderate income area**











Sep 8, 2025 at 10:24:46 AM
Dereke D Planter Jr
Code Enforcement Supervisor





Sep 8, 2025 at 10:09:34 AM
Dereke D Planter Jr
Code Enforcement Supervisor



- **Dangerous residential building**
- **Demolition matrix score 92**
- **No utilities service – December 2024**
- **25 calls reported for 911 Service – last 24 months**
- **4 code violations – last 24 months**
- **No city assessments**
- **\$433.06 in outstanding taxes**
- **Not enrolled in the Blight removal Program**
- **Not in QCT and Low to moderate income area**









 **FAYETTEVILLE** ^{NC}
AMERICA'S CAN DO CITY

FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 25-4914

Agenda Date: 9/22/2025

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A5

TO: Mayor and Members of City Council

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

FROM: Sheila Thomas-Ambat, PE, Public Services Director
Brian McGill, PE, PTOE, Assistant Public Services Director - Traffic Services

DATE: September 22, 2025

RE:
Approve Speed Limit Reduction from 35 mph to 25 mph on Ruritan Drive/Campground Church Road, between Skibo Road and Morganton Road

COUNCIL DISTRICT(S):

District 9

Relationship To Strategic Plan:

Goal I: The City of Fayetteville will be a safe and secure community.

Objective 1.2: To ensure traffic and pedestrian safety.

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

Objective 4.5: To ensure a place for people to live in great neighborhoods.

Executive Summary:

City Council unanimously passed the motion at the September 2, 2025 Council Work Session to place the Council Member Request for Ruritan Drive and Campground Church Road's speed limit reduction from 35 mph to 25 mph, and the request for speed humps, on the September 22, 2025 Regular Council Session consent agenda.

Should this speed limit reduction proceed, it would apply from the intersection of Ruritan Drive at Morganton Road, along Ruritan Drive until it changes into, and continues along, Campground Church Road, and ends at the intersection of Campground Church Road at Skibo Road. Following the speed limit reduction, the speed hump request process can follow the Residential Traffic Management Program (RTMP).

Background:

The current speed limit for Ruritan Drive and Campground Church Road is 35 mph, and it is posted with 35 mph speed limit signs. Ruritan Drive and Campground Church Road is a two-lane road, which is City-owned and maintained, with the subject section being approximately 3,600 feet long, or 0.68 miles long. It has limited sidewalks towards Skibo Road on Campground Church Road, and NCDOT defines it as a "local" road. The land-use abutting the road is primarily residential along Ruritan Drive, commercial along Campground Church Road, and institutional at the mid-point of the road. The institutional

structures are a non-profit organization's building, a church, and a graveyard.

The requested speed limit reduction would apply for the entirety of the road, from its intersection with Morganton Road to Skibo Road. Ruritan Drive and Campground Church Road within the limits previously defined is the only segment that would have its speed limit revised with this agenda item; Campground Church Road east of Skibo Road, Campground Church Road between Ruritan Drive and Nix Road, Skibo Road, Morganton Road, and all neighborhood roadways that branch off from Ruritan Drive/Campground Church Road would remain their current respective speed limits.

Following the City's Residential Traffic Management Program (RTMP) for Speed Humps, attached to this agenda item, speed humps cannot be installed on roads that are posted greater than 25 mph. For this location to receive speed humps, its speed limit would have to be reduced. For a city-owned road to have its speed limit reduced in the City of Fayetteville, in this case from 35 mph to 25 mph, then City Council Policy 160.3 would apply. City Council Policy 160.3 is attached to this agenda item for reference.

Based on City Council Policy 160.3, to-date, staff have not received a petition to reduce the speed limit for Ruritan Drive/Campground Church Road, nor have knowledge of one being started.

City Council unanimously passed the motion at the September 2, 2025 Council Work Session to place Ruritan Drive/Campground Church Road's speed limit reduction from 35 mph to 25 mph, and the request for speed humps, on the September 22, 2025 Regular Council Session consent agenda.

Issues/Analysis:

NCDOT's "S-40_Brochure" says the following with regard to lowering speed limits in an effort to reduce speeding:

"Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation."

In preparation for the speed limit reduction, staff have performed a speed study over the days of September 8 - September 12, 2025. This study was performed based on three (3) traffic counters located on Ruritan Drive. All three (3) were on Ruritan Drive, located between Jarvis Street and Tarheel Drive, between Tarheel Drive and the 71st Ruritan Club building, and the 71st Ruritan Club building and Wintergreen Drive. The average daily traffic (ADT) observed during the study was 3,690 vehicles. The average speed observed during the study was 34 mph, with an 85th percentile speed of 40 mph.

85th percentile speed is the term used to reflect the speed at or below which 85 percent of traffic is moving.

As part of the Council Member Request for speed humps on this road, a follow-up speed study will be conducted at 25 mph after approximately three (3) weeks of the speed limit having been lowered, assuming this ordinance revision passes. The follow-up study should occur on the week of October 13, 2025, or October 20, 2025. Should this road qualify for speed humps based on the RTMP with the revised speed limit, we shall send ballots out to the affected area for community approval of installation near the beginning of November. We have included the map with the expected speed hump ballot area.

As advised by NCDOT's S-40 brochure, by reducing the speed limit with no other enforcement or changes to the physical roadway in the area, staff expect "...no significant changes in vehicle speeds following the posting of an artificially reduced speed limit." With no significant changes in vehicle speeds, staff expect the follow-up speed study to qualify for speed humps based on speed.

Staff have concern with installing speed humps on Ruritan Drive due to the amount of volume of vehicles that use the road.

Should this road qualify for the RTMP based on speed after the speed limit has been reduced, staff expect the volume will still exceed the RTMP volume limit. Should this occur, staff will inform Council, and will investigate what other options can be pursued for traffic calming on this road.

Ballot approval will still need to be sent to the ballot area to determine acceptance of installation should the road qualify for the RTMP following the speed limit reduction. That is to say, 70% of the ballot area and 100% of the houses adjacent to installation locations will need to support or approve the speed humps. Should the speed humps be approved, then they will be installed upon staff being notified of the study area approving.

Ballots are expected to be sent to the ballot area around November 3, 2025, as part of the next round of ballots to be mailed as part of the RTMP backlog reduction efforts. Following the RTMP deadlines, assuming the ballot area does not provide staff with 70% area-approval / adjacent-approval within 60 days of mailing out the ballots, the ballot will be closed. Should the ballot time-period close and 70% area-approval / 100% adjacent-approval is not received, staff will inform Council, and will investigate what other options can be pursued for traffic calming on this road.

Chapter 16, Motor Vehicles and Traffic, Article III, Traffic Schedules, Section 16-61, Traffic Schedules Adopted; City Manager Authorized to Compile., requires Council approve changes to these ordinances. Should this agenda item be approved, the speed limit revision for Ruritan Drive and Campground Church Road will be reflected in item 12 - Speed Control.

Budget Impact:

There is no noticeable impact to the budget for this change. All sign installation and maintenance costs will be within the existing Engineering and Infrastructure operating budget.

Options:

Adopt the ordinance revision
Reject the ordinance revision

Recommended Action:

Per City Council unanimously placing this item on the consent agenda, adopt the ordinance revision.

Attachments:

Ruritan Drive and Campground Church Road - Speed Limit Reduction Ordinance
rtmp-speedhump_final
City Council Policy 160.3
S-40_Brochure
Speed Limit Study Area Map
Speed Hump Ballot Area Map

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

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina that Chapter 16, “Motor Vehicles and Traffic”, is hereby amended to read as follows:

Sec. 16-21. Traffic Schedule Number 12 – Speed Control

There is hereby revised to reflect the following:

RURITAN DRIVE

From: Morganton Road (SR1404)

To: Wintergreen Drive

Speed Limit: 25 mph

CAMPGROUND CHURCH ROAD

From: Wintergreen Drive

To: Skibo Road (US 401)

Speed Limit: 25 mph

Adopted this _____ day of _____, 2025.

CITY OF FAYETTEVILLE

BY: _____

Mitch Colvin, Mayor

ATTEST:

Jennifer L. Ayre, MPA, MMC, City Clerk



RESIDENTIAL TRAFFIC MANAGEMENT PROGRAM

GUIDELINES TO MANAGE RESIDENTIAL TRAFFIC

GOALS

1. Improve residential livability by encouraging adherence to the speed limit.
2. Maintain access, safety and comfort for alternative transportation users on residential streets.
3. Encourage citizen involvement in solutions to residential traffic problems.
4. Appropriately channel public resources by prioritizing traffic mitigation requests according to documented criteria.
5. Effectively address the frequently conflicting, public safety interests of traffic mitigation and emergency response.

POLICIES

A request to consider modification of traffic flow on public streets **shall meet all** of the following criteria:

- The street must be classified as a two-lane, local street and be primarily residential in nature.
- Traffic volumes must equal or exceed the threshold volumes as indicated by the specific treatment criteria.
- Police and Fire Departments review and approve for satisfactory emergency service access.
- A traffic engineering safety study has determined that the proposed traffic flow modifications will not create undue traffic congestion on the subject street or on streets, which may be impacted by diverted traffic.
- **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents' questions.**

PETITION ACCEPTANCE & SUPPORT REQUIREMENTS

The City Traffic Services Division determines the boundary of the “affected area” to be included in the petition directly and indirectly affected areas. The petition requesting traffic flow modifications must be supported by 70 percent of the total number of households directly affected by the proposed changes; one (1) household, one (1) signature minimum, 85 percent of all affected households that may need to use the street(s) on a daily basis must be contacted for petition to be accepted by the City. The City will post a minimum of two (2) yard signs on the requested street, indicating speed humps have been requested and qualify based on our policy. The City will mail ballot cards to addresses within the affected area requesting a response from the occupant regarding approval for the installation of speed humps on the requested street. The households immediately adjacent to the proposed improvement must accept the proposal 100%. All petitions have a deadline of 60 calendar days from the day the ballot cards are placed in the mail.

An eligible household is a single residential or commercial unit and shall include property owners, tenants, businesses and long-term tenants such as mobile park residents within the “affected area”. In case of conflict between property owner and tenant, the property owner’s vote takes precedence over the tenant.

SPEED HUMP APPLICATION POLICY

STAFF EVALUATION – An engineering and safety evaluation for any speed hump request will be made to determine if guidelines listed below are met. Speed humps can have a wide-ranging impact not only on the vehicles, but also on the residents living on the immediate and nearby streets. Therefore, their installation will be evaluated within an overall residential management study. **The Citizens Association or the Neighborhood must designate a contact person(s) who will be the primary contact in the neighborhood for answering residents’ questions concerning speed humps.**

Speed hump applications will be handled in the order in which they were received. The city will fund only locations based on the annual funding provided they meet all criteria.

STREETS – Speed humps will be considered for installation only on residential, local streets. A local street is defined as one whose abutting land use is at least 85% residential when considered in segments of one thousand feet in length or more. The minimum length of the street or street segment under consideration for speed humps shall not be less than 1000 feet.

SPEED - Speed humps will be considered on local streets where the posted speed is 25 mph and speeds are **at least seven (7) miles per hour** or more above the posted speed limit by at least 85% of those vehicles using the street.

If the speed requirements are not met at the time of the initial study, a second study can be obtained six (6) months afterward to determine if the street meets this qualification.

Traffic Volumes – Each individual street location should be evaluated to justify installing speed humps. Street(s) must have a peak hour traffic volume of **at least 100 vehicles** (equivalent to approximately 1000 vehicles per day). Street(s) with average daily traffic volumes exceeding 3000 vehicles per day may require a special evaluation and justification for approval, giving full consideration to other alternative measures, where appropriate.

Residential Surveys – City staff will determine a petition area and coordinate petition circulation in order to determine a location for speed hump installation. The concurrence of not less than 70 % (one signature per household), either single family or multi family, whose livability is directly affected by the traffic conditions along the street(s) or street section(s) being considered for speed hump installation. This typically means direct road frontage of a residence but can also include adjoining side streets or cul-de-sacs. Where the proposed speed hump locations are determined, 100% of the signatures of the adjacent properties are required.

Non – Compliant Installation – If it is determined that a street does not meet the speed and volume requirements for speed humps and a residential area still desires speed humps, there are several options:

1. The residents could pay for the cost of the speed hump(s) and the city will provide the labor for a one-time installation.
2. The residents could pursue a Local Improvement District designation.
3. The neighborhood can provide a petition with the needed signatures to city council and the council can direct staff to proceed with installing the speed humps.

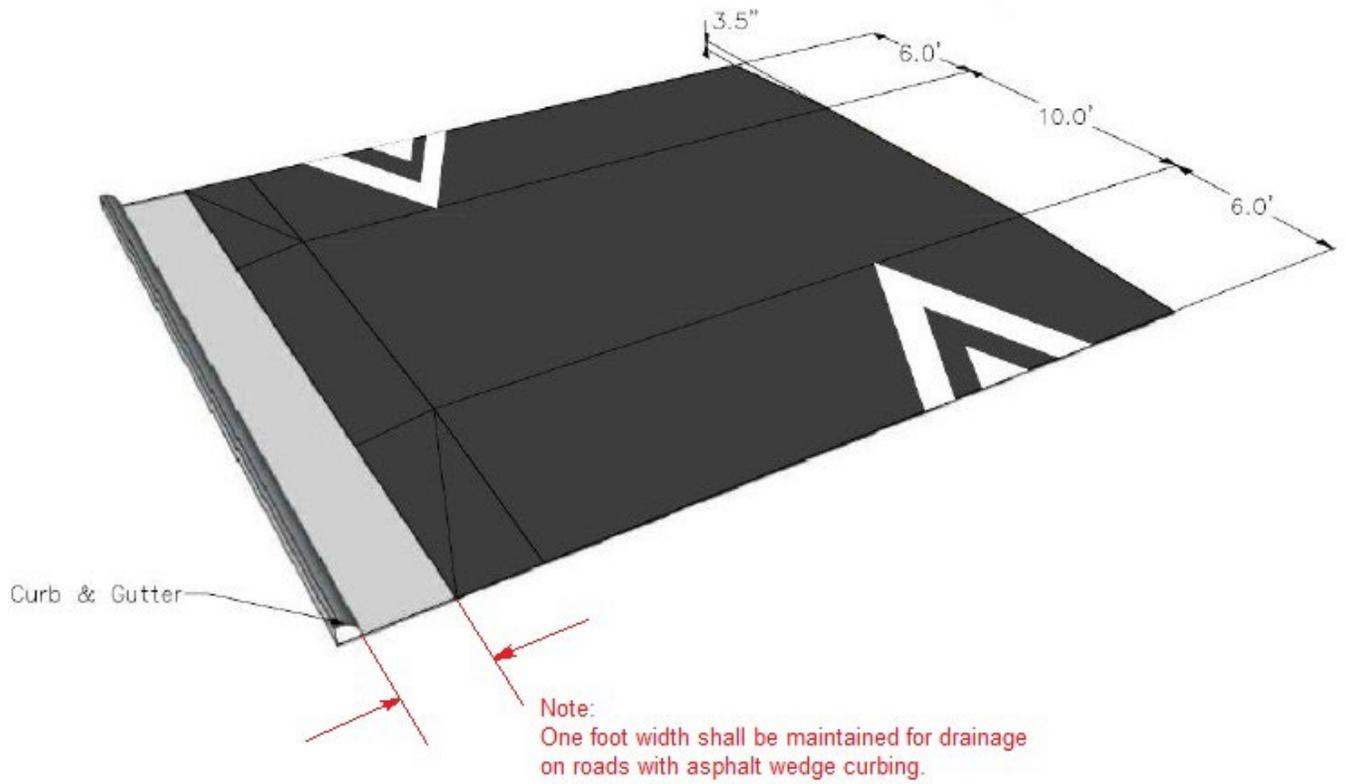
Should a residential area pursue non-compliant installation, petition acceptance & support is still required and can be coordinated with City staff. The contact person or residential area may reimburse the City, who will then circulate mailed ballot cards within the affected area as previously defined. Responses from the mailed ballot cards are considered valid and current for six (6) months from the conclusion of the initial study and may be used for options one (1) and three (3) from above. Non-compliant installation can only be pursued on studies conducted in the previous six (6) months. All previous deadlines, support, acceptance, and signature thresholds apply.

Speed Hump Installation – After obtaining all studies, approvals, and the appropriate residential surveys the city will install or have a contractor install the speed hump(s). Residents are to be reminded that mandatory signage and pavement markings accompany speed humps. There will be a minimum of two (2) warnings signs per approach per speed hump, one (1) placed on the right-hand side of the road and another placed at or near the speed hump, within the city right of way.

Speed Hump Removal – Once the speed hump(s) has been in place for two (2) years, a neighborhood can revisit their decision to use speed hump(s). If the residential survey reveals a 70 % support from the residents to remove the speed humps, they will be removed.

If the neighborhood requests removal before the two-year period they will be responsible for 50% of the removal cost.

SPEED HUMP DETAIL



SUBJECT – STREETS, TRAFFIC, AND PARKING Requests for Speed Limit Changes	Number 160.3	Revised 3-15-99 9-9-24	Effective Date 10-25-82	Page 1 of 1
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A petition may be submitted by a majority of the residents abutting streets in a neighborhood for reduction or increase of the speed limit. Upon receipt of a valid petition, City Council will hold a public hearing to consider the request.

Speed Limit Information

Speed limits are controlled by general statutes and local and state ordinances. Within incorporated municipalities, the statutory speed limit is 35 miles per hour (MPH) unless otherwise ordinance and posted. The statutory speed limit on roads outside incorporated municipalities is 55 MPH unless otherwise ordinance and posted.

Some highways have speed limits of up to 70 MPH on certain sections. However, the speed limit along these routes may drop to 55 MPH when they pass through certain areas. These speed limit reductions are clearly designated in North Carolina, so care should be taken to reduce speed when entering these lower speed zones.

Crash records show that motorists driving too slow can create a safety hazard and cause crashes just as a motorist driving too fast can. If weather and traffic permit, motorists should always try to travel at the posted speed.

Statutory Speed Limits

Rural Areas **55***

Incorporated Municipalities **35***

School Buses **45**

Activity Buses **55**

** Unless ordinance and posted otherwise*

Reduce speed when hazardous conditions are present such as rain, snow, ice, congestion, darkness or low visibility, etc.



Roy Cooper
Governor

James H. Trogdon, III
Secretary of Transportation

Transportation Mobility and Safety Division
1561 Mail Service Center
Raleigh, North Carolina 27699-1561

(919) 814-5000

NCDOT Web Site:
<http://www.ncdot.gov/>

Traffic Safety Web Site:
<https://connect.ncdot.gov/resources/safety/Pages/default.aspx>

August 2018

North Carolina
Department of Transportation

Speed Limits



When traffic problems occur, concerned citizens frequently ask if the speed limit can be lowered. The following information explains how speed limits are established and what they can and cannot do to solve traffic concerns.

How are speed limits determined?

Roadways are initially designed to accommodate certain speeds. If a speed limit change is requested on a State Highway System road, a traffic engineer will perform an engineering and traffic investigation to determine the appropriate speed limit. These investigations examine:

- Road surface characteristics, shoulder conditions, roadway alignment and sight distance.
- Commercial and residential development, and roadside friction (number of driveways, parking, pedestrians, etc.).
- Safe speed for curves and other locations along the section of road being studied.
- Frequency and severity of crashes.
- 85th percentile speed — the speed at or below which 85 percent of the traffic is moving.

This investigation will help the traffic engineer determine if the speed limit is safe and reasonable. The traffic engineer will share the results of the investigation upon request. If a change is recommended, the traffic engineer will request approval from the State Traffic Engineer. Once approved, speed limit signs will be changed and the new speed limit will become legally enforceable.

Will lowering the posted speed limits reduce speeding?

Many people believe that lowering speed limits will reduce motorist speed. However, changing the speed limit is not always the best option. Speed limits are set at a limit that the roadway can safely accommodate by design, the majority of drivers will obey, and law enforcement can reasonably enforce. Engineering studies have shown that there are often no significant changes in vehicle speeds following the posting of an artificially reduced speed limit. This information shows that most motorists drive at the speed they consider to be comfortable and safe. If motorists are regularly exceeding the posted speed limit through an area, enforcement is key to ensuring compliance. Lowering the speed limit by itself cannot guarantee motorists will obey the new regulation.

What are special speed zones?

Some areas such as school zones and work zones have special speed limits to enhance the safety of pedestrians, highway workers and others. These slower speeds may seem inconvenient, but obeying them can prevent a serious crashes and injuries.

What if I have a speeding problem in my neighborhood?

Speeding on residential streets is a common complaint reported to the Department. If you believe motorists regularly exceed the speed limit along a particular road, contact your local law enforcement agency and make them aware of the concern. Police can check the speed of motorists and issue citations to offenders.

Neighborhood traffic often contributes to the problem. Programs such as community watch, neighborhood partnerships, and homeowner's associations are often the most effective way to reach those drivers. The majority of speed offenders in neighborhoods are residents of that neighborhood and not motorists "cutting through."

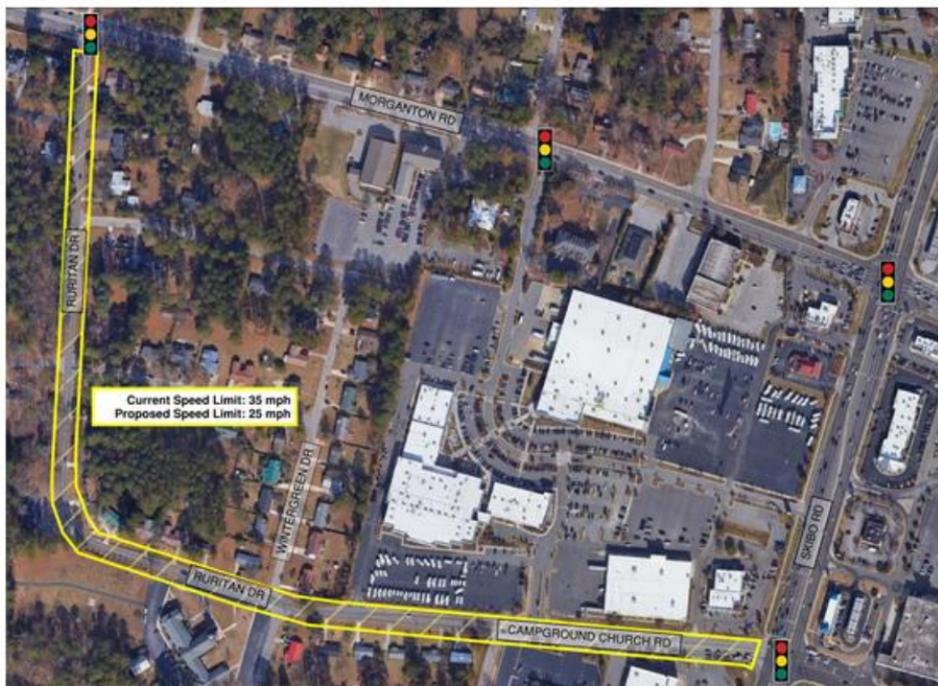
Common Misconceptions

It is often believed that stop signs, traffic signals and speed bumps will control vehicle speeds. While stop signs and traffic signals are important traffic control devices, they are not used to control vehicle speeds.

The purpose of stop signs and traffic signals is to assign right of way at intersections. Overuse of stop signs and traffic signals reduce both their effectiveness and driver compliance.

For more information about traffic control devices, please visit <http://mutcd.fhwa.dot.gov/>





**Ruritan Drive / Campground Church Road
Speed Hump Ballot Area**





City of Fayetteville

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

City Council Action Memo

File Number: 25-4915

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A6

TO: Mayor and Members of City Council

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

**FROM: Sheila Thomas-Ambat, PE, Public Services Director
Brian McGill, PE, PTOE, Assistant Public Services Director - Traffic Services**

DATE: September 22, 2025

**RE:
Adopt Bicycle Lane Definitions and Ordinances for Clarifying Approved and Prohibited Uses**

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal IV: Be a highly desirable place to live, work, and recreate.

Executive Summary:

Council requested staff review the current Code of Ordinances for bicycle lane vagueness. Staff have returned with recommended amendments to reflect bicycle lane practices based on a peer-review of Charlotte and Greensboro, North Carolina Department of Transportation (NCDOT) information, and NC state ordinances. Staff have also included the definition of a multi-use lane to provide clarity on their intended use.

Council unanimously approved the code of ordinance amendments to be placed on the consent agenda for adoption at the September 2, 2025 Council Work Session.

Should Council approve these amendments, future Bicycle Plan projects will be reviewed against the proposed ordinance and staff will provide Council with bicycle lane updates as future agenda items regarding installation, conversion, and/or removal. This will include cost, location, and timelines.

Background:

History of Bicycle Lanes:

- 2011 - FAMPO Bike and Walk Plan is completed.
- October 2017 - Council authorizes application for NCDOT Bicycle and Pedestrian Planning Grant initiative.
- March 2018 - Staff receive notification that the grant submission was selected for funding.
- May 2018 - Council authorizes municipal agreement with NCDOT to develop

- Comprehensive Bicycle Plan.
- February 2019 - Staff notify Council of restriping Langdon Street between Murchison Road and Trinity Drive to include Bicycle Lanes due to street resurfacing project and alignment with Draft FAMPO Sandhills Regional Bicycle Plan.
 - August 2019 - FAMPO Sandhills Regional Bicycle Plan finalized.
 - March 2020 - Fayetteville Bicycle Plan finalized and adopted.
 - June 2, 2025 - Bicycle Lane Ordinance Clarifications and Recommendations presented to Council at Work Session.
 - June 23, 2025 - Bicycle Lane Ordinance Clarifications and Recommendations brought to regular Council Meeting; Pulled from consent agenda and placed on a future work session.
 - September 2, 2025 - Bicycle Lane Ordinance Clarifications and Recommendations presented to Council at Work Session; Council unanimously approves the code of ordinance amendments to be placed on the consent agenda for adoption.
 - September 22, 2025 - Bicycle Lane Ordinance Clarifications and Recommendations brought to regular Council Meeting for approval and adoption.

Based on review of records, the creation of multi-use lanes, and conversion of bicycle lanes to multi-use lanes, are not currently submitted to Council for approval. Bicycle Lane approval is provided through the City's adoption of the Bicycle Plan. These treatments are often identified and performed through one of two means:

1. From reviewing the resurfacing list, a road is about to be re-paved and lane markings are going to be replaced. In this instance, where roads are wide enough and the surrounding land use is appropriate, we strive to include multi-use lanes.
2. In response to citizen concerns/requests, we consider applying multi-use lane markings or converting bicycle lanes to multi-use lanes.

The history of how the bicycle lanes and multi-use lanes started pre-dates current staff and is believed to have begun around 2010 per conversations with former City staff. Multi-use lanes originated in Haymout and began being installed as a CIP project that continued through the years. With the initial CIP project, a list of roadways to receive multi-use lanes was provided, however through the years the list was no longer maintained due to the plethora of roads being included. Anecdotally, per former City staff, previous Council direction has been to install the multi-use lanes wherever possible.

The most recent conversion of the bicycle lane on Hilliard Drive to a multi-use lane was due to the road being placed on the City's resurfacing list. By converting this lane from a bicycle lane to a multi-use lane, we have expanded the allowed uses on this neighborhood road.

The City's Code of Ordinances does not explicitly define a bicycle lane. The Code of Ordinances defines vehicles to include bicycles under Chapter 16, Article I, Section 16-1. Further, Chapter 16, Article X, Section 16-294, explicitly prohibits the parking of vehicles

so "...as to interrupt or interfere with...other vehicles." Chapter 16, Article IX, Section 16-263 states "All vehicles operated on any roadway which has been clearly marked with lanes for traffic...shall not be removed from such lane until the driver has first ascertained that such move can be made with safety." Staff have interpreted this as saying a bicycle lane is part of the roadway which "...has been clearly marked with lanes for traffic...", and to interfere with the passage of the vehicle (a bicycle in this case) by parking in their lane is prohibited. It is through this interpretation of the ordinances which currently prohibit parking in bicycle lanes.

Multi-use lanes can be considered as a traffic calming measure and are generally installed in neighborhoods. They're normally installed where the road is wide enough for one / two multi-use lanes while still allowing two-way traffic on the road. Their purpose is intended as an area for pedestrians to walk, bicyclists to ride, and for on-street parking. Multi-use lanes are typically installed in-place of sidewalk, as sidewalk is more costly and could require land purchase / easement from citizens for construction. The City's Code of Ordinances do not currently define these multi-use lanes.

During the City Council Meeting on January 6, 2025, it was requested of staff to clarify the bicycle lane ordinance vagueness. It was further requested to provide recommendations in the code to reflect who can park where and when with regards to bicycle lanes.

Staff reviewed the bicycle lane ordinances for the cities of Charlotte and Greensboro, as well as reviewed information from NCDOT and NC state Ordinances. To reduce vagueness surrounding bicycle lanes, as well as to define multi-use lanes and their uses, staff propose the following:

Chapter 16, Article I, Section 16-1 'Definitions'

Add, or revise existing, definitions to the following:

- 'Bicycle' means a human-powered vehicle with two-wheels tandem, a steering handle, one or more saddle seats, and pedals by which the vehicle is propelled.
- 'Bicycle lanes' A bicycle lane is a portion of the roadway that has been designated by striping, signing, and pavement markings for the preferential and exclusive use of bicyclists. The street or portions of streets designated for traffic are established as bicycle lanes for the use of bicycles.
- 'Multi-Use Path' A shared-use path, greenway, or multi-use path is a pathway designed to accommodate the movement of pedestrians, cyclists, and other active lifestyles.
- 'Multi-Use Lane' A Multi-Use lane is a portion of the roadway that has been designated by striping for the preferential use for motor vehicle parking, pedestrian walking, and recreating.
- 'Operator' means a person who travels on a bicycle seated on a saddle seat from which that person is intended to and can pedal the bicycle.
- 'Passenger' means a person who travels on a bicycle in any manner except as an operator.

Chapter 16, Article IX, Section 16-263 'Driving on Roadways Laned for Traffic'

Add the following to the existing ordinance:

Notwithstanding any other ordinance, no person shall drive a vehicle on or across a designated bicycle lane in such manner as to interfere with the safety and passage of people operating bicycles thereon. Pursuant to N.C.G.S. §14-4(b) a violation of this section shall be an infraction with a penalty of not more than fifty dollars (\$50.00).

Chapter 16, Article X, Section 16-320 'Blocking or Obstructing Public Bicycle Lanes'
Create this section as a new entry under Chapter 16, Article X, with the information below.

1. When official traffic signs are in place designating a bicycle lane, it shall be unlawful to operate, drive, stop, stand or park a motor vehicle on or across a designated bicycle lane, except when it is reasonable and necessary:
 - a. To enter or leave a driveway; or
 - b. To enter or leave a legal curbside parking space; or
 - c. To cross an intersection; or
 - d. To make a turn within an intersection; or
 - e. To comply with the direction of any law enforcement officer or other person authorized to enforce this rule; or
 - f. To avoid an obstacle that leaves fewer than ten feet available for the free movement of vehicular traffic.
2. When official traffic signs are in place, designating a bicycle lane, it shall be unlawful for any person to drive, enter, stop, stand or park any motor vehicle within a bicycle lane. Pursuant to N.C.G.S. §14-4(b) a violation of this section shall be an infraction with a penalty of not more than fifty dollars (\$50.00).

The Bicycle Lane Ordinance Clarifications and Recommendations was presented to Council at the June 2, 2025 Work Session. The previous motion from Council was to approve the Code of Ordinance amendments and have staff place the item on a future consent agenda for adoption. At the June 23, 2025 Council Meeting, the Bicycle Lane Ordinance Clarifications and Recommendations was on the agenda and subsequently pulled by Council for a second Work Session presentation. The Bicycle Lane Ordinance Clarifications and Recommendations were presented again at the September 2, 2025 Council Work Session where Council unanimously approved the ordinance revisions to be placed on an upcoming consent agenda for adoption.

By adopting the recommendations, what is prohibited in a bicycle lane should be clearer. By defining what a multi-use lane is under Section 16-1, their intended use should now be clearer as well. Should Council approve the revisions, bicycle lane and multi-use lanes will be more clearly defined and enforced. Additionally, should Council approve these amendments, future Bicycle Plan projects will be reviewed against the proposed ordinance and staff will provide Council with bicycle lane updates as future agenda items regarding installation, conversion, and/or removal. This will include cost, location, and timelines.

Issues/Analysis:

The City's Code of Ordinances is vague in relation to bicycle lanes and multi-use lanes.

Budget Impact:

N/A

Options:

Option 1 - Approve the Code of Ordinance amendments

Option 2 - Do not approve the recommended changes and provide further direction

Recommended Action:

Option 1 - Approve the Code of Ordinance amendments

Attachments:

Chapter 16 Ordinance Amendments.pdf

FayOrdinance_16-263.pdf

FayOrdinance_16-294.pdf

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING ARTICLE I, IN GENERAL, OF 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 under This Article, of Chapter 16, Motor Vehicles and Traffic, is amended by adding the following:

‘Bicycle lanes’ A bicycle lane is a portion of the roadway that has been designated by striping, signing, and pavement markings for the preferential and exclusive use of bicyclists. The street or portions of streets designated for traffic are established as bicycle lanes for the use of bicycles.

‘Multi-Use Path’ A shared-use path, greenway, or multi-use path is a pathway designed to accommodate the movement of pedestrians, cyclists, and other active lifestyles.

‘Multi-Use Lane’ A Multi-Use lane is a portion of the roadway that has been designated by striping for the preferential use for motor vehicle parking, pedestrian walking, and recreating.

‘Operator’ means a person who travels on a bicycle seated on a saddle seat from which that person is intended to and can pedal the bicycle.

‘Passenger’ means a person who travels on a bicycle in any manner except as an operator.

Section 2. Section 16-1, Definitions under This Article, of Chapter 16, Motor Vehicles and Traffic, is amended by replacing the definition of **‘Bicycle’** with the following:

‘Bicycle’ means a human-powered vehicle with two-wheels tandem, a steering handle, one or more saddle seats, and pedals by which the vehicle is propelled.

Section 3. Section 16-263, Driving on Roadways Laned for Traffic, under Article IX, Operation of Vehicles, of Chapter 16, Motor Vehicles and Traffic, is amended by adding the following section:

Notwithstanding any other ordinance, no person shall drive a vehicle on or across a designated bicycle lane in such manner as to interfere with the safety and passage of people operating bicycles

thereon. Pursuant to N.C.G.S. §14-4(b) a violation of this section shall be an infraction with a penalty of not more than fifty dollars (\$50.00).

Section 4. Article X, Parking, of Chapter 16, Motor Vehicles and Traffic, is amended by adding the following section:

Sec. 16-320. Blocking or Obstructing Public Bicycle Lanes.

1. When official traffic signs are in place designating a bicycle lane, it shall be unlawful to operate, drive, stop, stand or park a motor vehicle on or across a designated bicycle lane, except when it is reasonable and necessary:
 - a. To enter or leave a driveway; or
 - b. To enter or leave a legal curbside parking space; or
 - c. To cross an intersection; or
 - d. To make a turn within an intersection; or
 - e. To comply with the direction of any law enforcement officer or other person authorized to enforce this rule; or
 - f. To avoid an obstacle that leaves fewer than ten feet available for the free movement of vehicular traffic.
2. When official traffic signs are in place, designating a bicycle lane, it shall be unlawful for any person to drive, enter, stop, stand or park any motor vehicle within a bicycle lane. Pursuant to N.C.G.S. §14-4(b) a violation of this section shall be an infraction with a penalty of not more than fifty dollars (\$50.00).

Section 4. 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 sections of this ordinance may be renumbered to accomplish such intention.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

PART II - CODE OF ORDINANCES

CHAPTER 16 - MOTOR VEHICLES AND TRAFFIC

Article IX. - Operation of Vehicles

Sec. 16-263. Driving on Roadways Laned for Traffic.

All vehicles operated on any roadway which has been clearly marked with lanes for traffic shall be driven as nearly as practical entirely within a single lane and shall not be removed from such lane until the driver has first ascertained that such move can be made with safety.

(Code 1961, § 20-105)

Effective on: 11/18/2013

PART II - CODE OF ORDINANCES

CHAPTER 16 - MOTOR VEHICLES AND TRAFFIC

Article X. - Parking

Sec. 16-294. Obstructing Passage of Other Vehicles.

No vehicles shall so stand on any street as to interrupt or interfere with the passage of public conveyances or other vehicles.

(Ord. No. [S2019-056](#), § 2, 11/25/2019)

Effective on: 11/18/2013



City of Fayetteville

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

City Council Action Memo

File Number: 25-4878

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A7

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

FROM: Tyffany L. Neal, MPA, Transit Director
Jeffrey Yates, Assistant City Manager

DATE: September 22, 2025

RE:
Accept Federal Transit Administration Grant NC-2025-046-00 and Adopt Capital Project Ordinance 2026-31 to Appropriate Federal and Local Funds

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:

Goal IV: Desirable Place to Live, Work and Recreate

Executive Summary:

Council is asked to accept a grant award from the Federal Transit Administration (FTA) and adopt Capital Project Ordinance (CPO) 2026-31 to appropriate \$350,625 for the purchase of replacement paratransit vehicles. The funding sources for this appropriation are \$280,500 of federal grant funding from the FTA and a \$70,125 local grant match provided by the Transit Operating Fund.

Background:

The FTA has awarded discretionary grant NC-2025-046-00 to the City's Transit department to purchase replacement paratransit vehicles that have reached or exceeded their useful life, exceeding 150,000 miles each.

Issues/Analysis:

None.

Budget Impact:

A transfer from the Transit Operating Fund will provide the required local match of \$70,125.

Options:

- 1) Accept Federal Transit Administration Grant NC-2025-046-00 and adopt Capital Project Ordinance 2026-31.
- 2) Do not accept Federal Transit Administration Grant NC-2025-046-00 or adopt Capital Project Ordinance 2026-31 and provide further guidance to staff.

Recommended Action:

Staff recommends that the Council move to accept Federal Transit Administration Grant NC-2025-046-00 and adopt Capital Project Ordinance 2026-31.

Attachments:

Capital Project Ordinance 2026-31

FTA Grant NC-2025-046-00

Award

Federal Award Identification Number (FAIN)	NC-2025-046
Award with Amendment Number	NC-2025-046-00
Temporary Application Number	1112-2025-4
Award Name	FY25 Low or No Emission
Award Status	Obligated / Ready for Execution
Budget Revisions	0

Period of Performance Start Date	8/18/2025		
Original Period of Performance End Date	3/30/2033		
Current Period of Performance End Date	3/30/2033	Revision #: 0	Approved?: Yes

Budget Period Start Date	8/18/2025
Budget Period End Date	3/30/2033

Part 1: Recipient Information

Name: FAYETTEVILLE, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1112	City	CITY OF FAYETTEVILLE	M7SAWYCADYW1	

Location Type	Address	City	State	Zip
Physical Address	467 HAY ST	FAYETTEVILLE	NC	28301
Mailing Address	467 HAY ST	FAYETTEVILLE	NC	28301

Union Information

Union Name	NONE
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Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: FY25 Low or No Emission

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
NC-2025-046-00	Obligated / Ready for Execution	Grant	Region 4	4/3/2025	4/3/2025	No

Award Executive Summary

The grant requests the use of \$280,500 of Section 5339(c) Low and No Emissions funds competitively awarded in FFY22 (potential lapsing funds). (ID#D2022-LWNO-068).

The City of Fayetteville will receive funding to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.

Continue essential and reliable public transit services for those living or visiting the Fayetteville area in a safe and cost-effective manner. Timely replacement of buses in accordance with our Transit Asset Management (TAM) Plan.

Citizens and visitors in the Fayetteville area will benefit with a safer and more easily accessible buses for services provided with smaller capacity vehicles. The transit operation will benefit from reduced costs from new more efficient vehicles as well as improved working conditions in our maintenance facility.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

The Authority and sub-grantees will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance) and 2 CFR 2020. The Authority will ensure that contractors procured are not on the FTA Suspension and Debarment list

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The grant requests the use of \$280,500 of Section 5339(c) Low and No Emissions funds competitively awarded in FFY22 (potential lapsing funds). (ID#D2022-LWNO-068). This grant will be used to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.

Activities to be performed:

The City of Fayetteville will receive funding to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.

Expected outcomes:

Continue essential and reliable public transit services for those living or visiting the Fayetteville area in a safe and cost-effective manner. Timely replacement of buses in accordance with our Transit Asset Management (TAM) Plan.

Intended beneficiaries:

Citizens and visitors in the Fayetteville area will benefit with a safer and more easily accessible buses for services provided with smaller capacity vehicles. The transit operation will benefit from reduced costs from new more efficient vehicles as well as improved working conditions in our maintenance facility.

Subrecipient Activities:

There will be no subrecipients for this grant.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
John	Crocker	Community Planner	john.crocker@dot.gov	(404) 865-5624
Shaqwana	Portalis	Business Manager	shaqwanaportalis@fayettevillenc.gov	(910) 433-1692
Guanying	Lei	General Engineer	guanying.lei@dot.gov	(404) 865-5615

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	\$280,500
Local			\$70,125
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$350,625

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2025-046-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$280,500.00	\$70,125.00	\$350,625.00	3
NC-2025-046-01-00	BUY 11.12.04 REPLACEMENT <30 FT BUS	\$280,500.00	\$70,125.00	\$350,625.00	3

Discretionary Allocations

Discretionary ID	Project Title	Amount Applied	Award with Amendment Number
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D2022-LWNO-068	Replace retiring diesel buses and gasoline light-transit-vehicles (LTV/cut-a-way) with battery-electric, dedicated propane and clean-diesel transit vehicles.	\$280,500	NC-2025-046-00
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Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NC-34-0133	NC-2025-046-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	370000	North Carolina	2022.3J.34.LJ.1	00	Low-No Competitive Grants (IIJA)	\$280,500	\$280,500

Part 3: Project Information

Project Title: ADA Paratransit Replacement Vehicles

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NC-2025-046-01-00	1112-2025-4-P1	4/3/2025	6/1/2025	7/31/2026

Project Description

This grant will use funding to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.

Project Benefits

The project will allow FAST to remove three diesel-fueled vehicles from service and deploy propane-powered light vehicles in their place.

Additional Information

Residents and visitors to the Fayetteville region will benefit with improved air quality, reduce consumption of fossil fuels and less noise.

Location Description

City of Fayetteville and Cumberland County, North Carolina

Project Location (Urbanized Areas)

UZA Code	Area Name
370000	North Carolina
379630	Fayetteville, NC

Congressional District Information

District	State
8	North Carolina
9	North Carolina

Program Plan Information

STIP/TIP

Date: Not Provided

Description: NCDOT STIP 2024-2033

UPWP

Date: Not Provided

Description: FAMPO UPWP

Long Range Plan

Date: Not Provided

Description: FAMPO LONG RANGE TRANSIT PLAN

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	\$280,500
Local			\$70,125
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$350,625

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2025-046-01-00	111-00 (111-A1) BUS - ROLLING STOCK	\$280,500.00	\$70,125.00	\$350,625.00	3
NC-2025-046-01-00	11.12.04 BUY REPLACEMENT <30 FT BUS	\$280,500.00	\$70,125.00	\$350,625.00	3

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS - ROLLING STOCK (111-00) 11.12.04 BUY REPLACEMENT < 30 FT BUS BUY REPLACEMENTS - CAPITAL BUS 3

Extended Budget Description

Purchase three Light Transit Vehicles (LTVs) for ADA Paratransit services. Vehicles have reached their estimated useful lives and exceeded 150K miles.

Estimated useful life is five (5) years or 150K miles.

LTVs To Be Replaced:

- #433 - 22' E-450 Ford Startrans Senator II 14 pass Van
- #434 - 22' E-450 Ford Startrans Senator II 14 pass Van
- #435 - 22' E-450 Ford Startrans Senator II 14 pass Van

STIP #TA-4743B

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	\$280,500
Local			\$70,125
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$350,625

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	6/1/2025	CoF Contract Already in Place
Contract Award Date	9/1/2025	Contract Award
Initial Delivery Date	3/31/2026	First Vehicle Delivered
Final Delivery Date	4/30/2026	Final Vehicle Delivered
Grant Expenditures Complete	7/31/2026	Acceptance, Final Payment, and Grant Closeout

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description
5/12/2025	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.04	BUY REPLACEMENT <30 FT BUS	3	\$280,500.00	\$350,625.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

- 431 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
- 432 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
- 443 2020 28' FORD STARTRANS SENATOR 2 Lift 21-Passenger
- 701 2008 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
- 704 2008 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant -NoLo)
- 705 2009 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
- 706 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
- 707 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
- 709 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 710 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 711 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 712 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp (replace with this grant)
- 713 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 714 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 715 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 716 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 717 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 718 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 719 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 720 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 721 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 722 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 723 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
- 724 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp

725 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 726 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 734 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 735 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 736 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 77 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp

Attached Rolling Stock Status Report

		Current Value
I.	Active Fleet	
	A. Peak Requirement	22
	B. Spares	8
	C. Total (A+B)	30
	D. Spare Ratio (B/A)	36.36%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	30

Fleet Type: Paratransit

Fleet Comments

No Year Make/Model Type

423 2017 22' Ford E-350 Lift LTV 14-Pass *
 424 2017 22' Ford E-350 Lift LTV 14-Pass*
 425 2017 22' Ford E-350 Lift LTV 14-Pass *
 426 2017 22' Ford E-350 Lift LTV 14-Pass *
 427 2017 25' Ford E-450 Lift LTV 18-Pass *
 428 2017 25' Ford E-450 Lift LTV 18-Pass *
 429 2017 25' Ford E-450 Lift LTV 18-Pass *
 430 2017 25' Ford E-450 Lift LTV 18-Pass *
 433 2019 22' Ford E-450 Lift LTV 14 Pass *
 434 2019 22' Ford E-450 Lift LTV 14 Pass *
 435 2019 22' Ford E-450 Lift LTV 14 Pass *
 436 2019 22' Ford E-450 Lift LTV 14 Pass *
 437 2020 22' Ford E-450 Lift LTV 14 Pass *
 438 2020 22' Ford E-450 Lift LTV 14 Pass *
 439 2020 22' Ford E-450 Lift LTV 14 Pass *
 440 2020 22' Ford E-450 Lift LTV 14 Pass *
 441 2020 22' Ford E-450 Lift LTV 14 Pass *
 442 2020 22' Ford E-450 Lift LTV 14 Pass *
 490 2020 Grand Caravan Minivan 5 Pass **
 491 2020 Grand Caravan Minivan 5 Pass **
 492 2020 Grand Caravan Minivan 5 Pass **

Attached Rolling Stock Status Report
 *Converted to dual-fuel Propane-Gasoline
 ** Lift

		Current Value
I.	Active Fleet	
	A. Peak Requirement	16
	B. Spares	5
	C. Total (A+B)	21
	D. Spare Ratio (B/A)	31.25%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	21

Part 5: FTA Review Comments

Application Review Comments

Comment By Guanying Lei

Comment Type Application Details

Date 5/12/2025

Technical Review Comments:

Comment 1) Scope Code 641-00
 Please use the correct scope code: 111-00 since this application is not for 5310 funding.

2) Please attached the Application Form SF-424 for the 5339 funding in TrAMS.

Application Review Comments

Comment By John Crocker

Comment Type Pre-Award Manager Returns Application

Date 5/12/2025

Technical Review Comments:

Comment 1) Scope Code 641-00

Please use the correct scope code: 111-00 since this application is not for 5310 funding.

2) Please attached the Application Form SF-424 for the 5339 funding in TrAMS.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-33)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(33), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: FAYETTEVILLE, CITY OF

Recipient ID: 1112

UEI: M7SAWYCADYW1

DUNS:

Award Information

Federal Award Identification Number (FAIN): NC-2025-046

Award with Amendment Number: NC-2025-046-00

Award Name: FY25 Low or No Emission

Award Start Date: 8/18/2025

Original Award End Date: 3/30/2033

Current Award End Date: 3/30/2033

Award Executive Summary: The grant requests the use of \$280,500 of Section 5339(c) Low and No Emissions funds competitively awarded in FFY22 (potential lapsing funds). (ID#D2022-LWNO-068).

The City of Fayetteville will receive funding to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.

Continue essential and reliable public transit services for those living or visiting the Fayetteville area in a safe and cost-effective manner. Timely replacement of buses in accordance with our Transit Asset Management (TAM) Plan.

Citizens and visitors in the Fayetteville area will benefit with a safer and more easily accessible buses for services provided with smaller capacity vehicles. The transit operation will benefit from reduced costs from new more efficient vehicles as well as improved working conditions in our maintenance facility.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

The Authority and sub-grantees will follow all 3rd party procurement policies as defined in C4220.1G (Third Party Contracting Guidance) and 2 CFR 2020. The Authority will ensure that contractors procured are not on the FTA Suspension and Debarment list

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$350,625.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$280,500.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$70,125.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$280,500.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$70,125.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Low or No Emission Grants Competitive	5339-2	20526	\$280,500
Local			\$70,125
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$350,625

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified
DOL Review Date: 5/27/2025
DOL Certification Date: 5/27/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 8/18/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

FAYETTEVILLE, CITY OF

**CAPITAL PROJECT ORDINANCE
ORD 2026-31**

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

Section 1. The authorized project is for the funding of the 2025 Transit Capital Grant NC-2025-046-00 as awarded by the Federal Transit Administration for the duration of the grant. This award is for replacement ADA paratransit LTVs that have reached or exceeded their useful life, exceeding 150,000 miles each.

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

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

Federal Transit Administration	
NC-2025-046-00	\$ 280,500
Local Match - Transit Operating Fund Transfer	<u>70,125</u>
Total Project Revenues	<u><u>\$ 350,625</u></u>

Section 4. The following amounts are appropriated in the Transit Capital Projects Fund for the project:

Total Project Expenditures	<u><u>\$ 350,625</u></u>
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Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. The City Manager is hereby authorized to execute the grant agreement and other documents that are required or appropriate for the City to receive the 2025 Transit Capital Grant NC-2025-046-00. The City Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the Federal Transit Administration.

Adopted this 22nd day of September, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4945

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A8

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, Assistant City Manager

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

Albert A. Baker, Assistant Economic and Community Development

Director

Tiffany R. Murray, MBA, CLGFO, Chief Financial Officer

DATE: September 22, 2025

RE:

**Accept the 2025-2026 Housing and Urban Development (HUD) Community
Development Block Grant, HOME Investment Partnerships Program, Emergency
Solutions Grants, and Housing Opportunities for People with AIDS Entitlement
Funds and Adopt Special Revenue Fund Project Ordinance Amendment 2026-4**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 2: Responsive City Government Supporting a Diverse and Viable Economy

Goal 3: City Investment in Today and Tomorrow

Goal 4: Desirable Place to Live, Work and Recreate

Goal 6: Collaborative Citizen and Business Engagement

Executive Summary:

Council is asked to accept the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for People with AIDS (HOPWA) Formula Grant Funds in the amount of \$3,667,793.87, and a \$220,513 local HOME Partnerships Program match along with an Emergency Solutions Grants local match in the amount \$11,264.

Background:

HUD has awarded the City of Fayetteville entitlement funding through the Office of Community Planning and Development (CPD) for which seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment and expand economic opportunities for low and moderate-income persons.

The City Council adopted the 2025-2029 Housing and Urban Development Consolidated

Plan, 2025-2026 Annual Action Plan for the Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants and Housing Opportunities for People with AIDS, along with an updated Citizen Participation Plan on April 28, 2025.

Issues/Analysis:

Staff has submitted the City Council action, which has been accepted by HUD, and in turn, issued FY2025 CPD Formula Grant Agreements which must be accepted by the City Council.

Budget Impact:

The HOME Investment Partnerships Grant requires a matching contribution of \$220,513. The Emergency Solutions Grant (ESG) also requires a 50/50 match, which is primarily passed on to subrecipients of ESG funds. Additionally, ESG administration requires an \$11,264 match, which will be met through expenses allocated to support the Homeless Management Information System (HMIS). These expenses include payments to the HMIS software vendor and the HMIS Data Analyst employed by Cumberland County. The estimated annual General Fund expenses for HMIS support are \$56,000. The CDBG and HOME grants also pay for City services through the annual cost allocation plan and is estimated to pay the General Fund \$83,230 for next Fiscal Year.

Options:

- 1) To accept the 2025-2026 Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants, and Housing Opportunities for People with AIDS Entitlement Funds and Special Revenue Fund Project Ordinance Amendment 2026-4

- 2) Do not accept the 2025-2026 Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants, and Housing Opportunities for People with AIDS Entitlement Funds and Special Revenue Fund Project Ordinance Amendment 2026-4.

Recommended Action:

Staff recommends the Council accept the 2025-2026 Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grants, and Housing Opportunities for People with AIDS Entitlement Funds and Special Revenue Fund Project Ordinance Amendment 2026-4

Attachments:

2025 Grant Agreement Transmittal Letter
CDBG - Grant Agreement
ESG - Grant Agreement
HOME - Grant Agreement
HOPWA - Grant Agreement
SROA 2026-4



September 10, 2025

The Honorable Mitch Colvin, Mayor
City of Fayetteville
433 Hay St
Fayetteville, NC 28301-5565

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Mayor Colvin:

The Greensboro Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$1,748,202.00
HOME Investment Partnerships (HOME)	\$882,050.87
Emergency Solutions Grants (ESG)	\$150,188.00
Housing Opportunities for Persons with AIDS (HOPWA)	\$887,353.00
Total FY 2025 Award	\$3,667,793.87

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Please carefully note the addenda that are part of each agreement.

HUD recognizes that some U.S. District Courts have issued injunction orders which impact certain FY 2025 CPD formula funding grant agreement(s). To preserve all legal rights and defenses, the enclosed grant agreement contains the same conditions at issue in those court actions. For grantees who are plaintiffs in those court actions, HUD intends to comply with all applicable injunction orders and will not implement or enforce the challenged conditions consistent with those court orders, including disregarding any “certifications” or “compliance”

statements. Please return an executed copy of the grant agreement, as discussed below, and HUD will make grant funds at issue in your agreement available consistent with all applicable orders. Please be advised that should the injunction orders that currently prohibit HUD from enforcing the challenged conditions as to your grant be stayed, dissolved, or reversed, the grant agreement, with conditions, will automatically become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: GreensboroCPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Fayetteville on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at GreensboroCPD@hud.gov.

Sincerely,



Tasleem Albaari
CPD Director (Acting)
Office of Community Planning and Development

CC: Christopher Cauley, Economic & Community Development Director

Enclosure(s)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Fayetteville 467 HAY ST FAYETTEVILLE, NC 28301-5565	12. Assistance listing number and title: <ul style="list-style-type: none"> • 14.218, Community Development Block Grant Program for Entitlement Communities • 14.225, Community Development Block Grant Program for Insular Areas • 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: M7SAWYCADYW1	13. Amount of federal funds obligated by this action: \$1,748,202.00
3. Tax identification number: 566001226	14. Total amount of federal funds obligated: \$1,748,202.00
4. Federal Award Identification Number (FAIN): B25MC370005	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$1,748,202.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

U.S. Department of Housing and Urban Development — Federal Award Agreement

D. Specific Terms and Conditions Not applicable Attached

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$1,748,202.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Fayetteville 467 HAY ST FAYETTEVILLE, NC 28301-5565	12. Assistance listing number and title: 14.231, Emergency Solutions Grants Program
2. Recipient's Unique Entity Identifier: M7SAWYCADYW1	13. Amount of federal funds obligated by this action: \$150,188.00
3. Tax identification number: 566001226	14. Total amount of federal funds obligated: \$150,188.00
4. Federal Award Identification Number (FAIN): E25MC370012	15. Total approved cost sharing (if applicable): \$150,188.00 (See Addendum 2)
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$300,376.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 11371 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. 576
23. Federal award description: The Emergency Solutions Grant Program is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or homelessness.	
<ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Emergency Solutions Grants program statute 42 U.S.C. 11371 et seq., the program regulations at 24 C.F.R. § 576 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development — Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable Attached

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.231, Emergency Solutions Grants Program

1. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 C.F.R. Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
3. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent.
4. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 C.F.R. 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.
5. Cost sharing is defined in 2 C.F.R. Part 200 to include match, which is the required level of cost share that must be provided. **Box 15** reflects the total match amount the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fayetteville 467 HAY ST FAYETTEVILLE, NC 28301-5565	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: M7SAWYCADYW1	13. Amount of federal funds obligated by this action: \$882,050.87
3. Tax identification number: 566001226	14. Total amount of federal funds obligated: \$882,050.87
4. Federal Award Identification Number (FAIN): M25MC370203	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$882,050.87
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.	
<ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable Attached

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs)*. When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.
3. *Commitment*. When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.
4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review*. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations*. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient’s execution of the amendment or other consent.
7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing*. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either **Box 15** or **Box 16** of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$4,382.39
2024	86 4/7 0205	HMF (N)	\$3,289.20
2025	86 5/8 0205	HMF (P)	\$874,379.28

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Fayetteville 467 HAY ST FAYETTEVILLE, NC 28301-5565	12. Assistance listing number and title: 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program
2. Recipient's Unique Entity Identifier: M7SAWYCADYW1	13. Amount of federal funds obligated by this action: \$887,353.00
3. Tax identification number: 566001226	14. Total amount of federal funds obligated: \$887,353.00
4. Federal Award Identification Number (FAIN): NCH25F006	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$887,353.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. §§ 12901-12912
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119 - 4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 574
23. Federal award description: The Housing Opportunities for Persons with AIDS (HOPWA) program was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families.	
<ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Housing Opportunities for Persons With AIDS program statute 42 U.S.C. §§ 12901-12912, the program regulations at 24 C.F.R. § 574 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD’s formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD’s Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD’s regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments’ effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD’s regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments’ effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using “Addendum #3 “Indirect Cost Rate Schedule” (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient’s indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable Attached

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program

1. *Pre-Award Costs.* The funds may be used for costs incurred before the period of performance/budget period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD; or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. *Scope and Requirements.* The Recipient and each project sponsor that receives grant funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Recipient and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with grant funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with grant funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of grant funds.
3. *Project Sponsors.* The Recipient may only provide grant funds to project sponsors pursuant to legally binding agreements that contain the provisions required by 2 C.F.R. § 200.332(a) and state each commitment to which the project sponsor must agree under 24 C.F.R. § 574.500(b)(1)-(4).
4. *Funds Drawdown and Reconciliation.* Not less than once every 90 calendar days, starting from the period of performance start date, the Recipient must draw down grant funds for allowable costs and in accordance with 2 C.F.R. §§ 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 C.F.R. §§ 200.302 and 200.303. The Recipient must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
5. *Performance Reporting.* The Recipient must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 C.F.R. §§ 91.520 and 574.520(a), the SF-425 in accordance with 2 C.F.R. 200.328(a), and provide the HOPWA information using form HUD-4155.
6. *Eligibility Records.* The Recipient must update client eligibility records no less than annually.
7. *Program Income.* Program income may be treated as an addition to the grant funds, provided that the Recipient uses that income for allowable costs under this grant agreement.
8. *Environmental Review.* If Recipient is a State or Unit of General Local Government and is the responsible entity pursuant to 24 C.F.R. part 58, the Recipient agrees to assume the responsibility

U.S. Department of Housing and Urban Development — Federal Award Agreement

for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 C.F.R. §§ 58.4 and 574.510. If Recipient is a State and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

9. *Default.* A default shall occur when the Recipient fails to comply with the provisions of this agreement. In the event of a default, HUD may take one or more of the actions provided in 2 C.F.R. § 200.339 after providing the Recipient with an opportunity for informal consultation in accordance with 24 C.F.R. § 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.
10. *Closeout.* This grant will be closed out as provided by 2 C.F.R. § 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.
11. *Deobligation.* To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Recipient's execution of the amendment or other consent.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for project sponsors.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

**SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2026-4**

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

Section 1. The project change authorized is for the FY2025-2026 funding of the Emergency Solutions Grant Program awarded by the U.S. Department of Housing and Urban Development.

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

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

	<u>Listed As</u>	<u>Amendment</u>	<u>Revised</u>
ESG - HUD	\$ 150,188	\$ -	\$ 150,188
General Fund Transfer	-	11,264	11,264
	<u>\$ 150,188</u>	<u>\$ 11,264</u>	<u>\$ 161,452</u>

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

Project Expenditures	<u>\$ 150,188</u>	<u>\$ 11,264</u>	<u>\$ 161,452</u>
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Section 5. Copies of this special revenue project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 22nd day of September 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4880

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A9

TO: Mayor and Members of City Council

THRU: Kelly Strickland, Assistant City Manager

FROM: Tyffany L. Neal, MPA, Transit Director
Jeffrey Yates, Assistant City Manager

DATE: September 22, 2025

RE:
Accept Federal Transit Administration Grant NC-2025-049 and Adopt Capital Project Ordinance 2026-32 to Appropriate Federal and Local Funds

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

The City has been awarded a grant from the U.S. Department of Transportation through the Federal Transit Administration (FTA) in the amount of \$453,924. This grant allocation is specifically for Transit capital projects.

To appropriate these funds, along with the required local match, City Council is requested to accept the grant award and adopt Capital Project Ordinance (CPO) 2026-32.

This ordinance authorizes the appropriation of a total of \$453,924, which includes \$363,298 in federal grant funding and \$90,626 in required local matching funds. The funds will be used to supplement funding for a replacement diesel bus, capital maintenance and facility improvements at Transit's Garage as a result of the recent acquisition of Transit's new battery electric buses (BEBs).

The \$90,626 local match will be provided from the Transit Operating Fund.

Background:

The FTA provides federal grant funding to support eligible public transportation projects through several programs. The Fayetteville urbanized area receives an annual apportionment under the FTA's Section 5307 Urban Formula Program. After identifying eligible projects and priorities, Transit staff submit a formal grant application to the FTA, which outlines in detail the specific uses of the funds. These funds are crucial in supporting both the operational and capital needs of the City's public transit system.

These actions are necessary to ensure the timely and efficient use of available federal

funds and to advance the City's transit operations and infrastructure projects.

Issues/Analysis:

None.

Budget Impact:

The required local match of \$90,626 is provided by a transfer from the Transit Operating Fund.

Options:

- 1) Accept Federal Transit Administration Grant NC-2025-049 and adopt Capital Project Ordinance 2026-32 to appropriate the grant funds and corresponding match.
- 2) Do not accept Federal Transit Administration Grant NC-2025-049 or adopt Capital Project Ordinance 2026-32 and provide further guidance to staff.

Recommended Action:

Staff recommends that the Council move to accept Federal Transit Administration Grant NC-2025-049 and adopt Capital Project Ordinance 2026-32 to appropriate the grant funds and corresponding match.

Attachments:

FTA Grant NC-2025-049
Capital Project Ordinance 2026-32

Award

Federal Award Identification Number (FAIN)	NC-2025-049
Award with Amendment Number	NC-2025-049-00
Temporary Application Number	1112-2025-2
Award Name	FY25 5339 Formula Grant-Appportionment Supplement
Award Status	Obligated / Ready for Execution
Budget Revisions	0

Period of Performance Start Date	8/19/2025		
Original Period of Performance End Date	3/30/2032		
Current Period of Performance End Date	3/30/2032	Revision #: 0	Approved?: Yes

Budget Period Start Date	8/19/2025
Budget Period End Date	3/30/2032

Part 1: Recipient Information

Name: FAYETTEVILLE, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1112	City	CITY OF FAYETTEVILLE	M7SAWYCADYW1	

Location Type	Address	City	State	Zip
Physical Address	467 HAY ST	FAYETTEVILLE	NC	28301
Mailing Address	467 HAY ST	FAYETTEVILLE	NC	28301

Union Information

Union Name	NONE
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Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: FY25 5339 Formula Grant-Apportionment Supplement

Award with Amendment Number	Award Status	Award Type	Award Cost Center	Date Created	Last Updated Date	From TEAM?
NC-2025-049-00	Obligated / Ready for Execution	Grant	Region 4	3/4/2025	3/4/2025	No

Award Executive Summary

This grant requests the use of \$363,298 of (potentially lapsing) FY21 Section 5339 Bus/Bus Facilities Urbanized funds. Transit will use these funds in addition to apportionment funds to cover the cost of the diesel bus. The unexpected higher costs have resulted in the need for additional funding.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

Yes, this Grant will use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

This grant requests the use of \$363,298 of (potentially lapsing) FY21 Section 5339 Bus/Bus Facilities Urbanized funds. Transit will use these funds in addition to apportionment funds to cover the cost of the diesel bus. The unexpected higher costs have resulted in the need for additional funding.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list.

Activities to be performed:

Purchase of a 35-Ft fixed-route diesel bus, acquire parts and components for in-house repairs, resurface garage concrete, retrofit storage bay, and paint operations & maintenance facility.

Expected outcomes:

Transit will use these funds in addition to apportionment funds to cover the cost of the diesel bus. A program of projects is attached.

Intended beneficiaries:

The Transit operation will benefit from a newer diesel bus requiring less preventative maintenance as well as improved working conditions in our maintenance facility.

Subrecipient Activities:

There will be no subrecipients for this grant.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
John	Crocker	Community Planner	john.crocker@dot.gov	(404) 865-5624

Shaqwana Portalis	Business Manager	shaqwanaportalis@fayettevillenc.gov	(910) 433-1692
Guanying Lei	General Engineer	guanying.lei@dot.gov	(404) 865-5615

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$363,298
Local			\$90,626
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$453,924

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2025-049-01-00	111-00 (111-A2) BUS - ROLLING STOCK	\$267,972.00	\$66,795.00	\$334,767.00	13
NC-2025-049-01-00	11.12.02 BUY REPLACEMENT 35-FT BUS	\$243,972.00	\$60,795.00	\$304,767.00	1
NC-2025-049-01-00	11.12.40 BUY ASSOC CAP MAINT ITEMS	\$24,000.00	\$6,000.00	\$30,000.00	12
NC-2025-049-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$95,326.00	\$23,831.00	\$119,157.00	1
NC-2025-049-01-00	11.44.02 REHAB/ RENOVATE - MAINTENANCE FACILITY	\$95,326.00	\$23,831.00	\$119,157.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NC-34-0134	NC-2025-049-01-00	BUS: SUPPORT EQUIPMENT FACILITIES	114-00 (114)	A1	379630	Fayetteville, NC	2022.2J.34.BF.2	09	Bus Form - Formula Alloc	\$95,326	\$95,326
NC-34-0134	NC-2025-049-01-00	BUS - ROLLING STOCK	111-00 (111)	A2	379630	Fayetteville, NC	2022.2J.34.BF.2	09	Bus Form - Formula Alloc	\$267,972	\$267,972

Part 3: Project Information

Project Title: FY25 Capital Bus and Bus Facilities Supplement

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NC-2025-049-01-00	1112-2025-2-P1	3/4/2025	7/1/2025	7/1/2027

Project Description

Transit will use these funds (in addition to apportionment funds) to purchase a 35-ft Fixed Route diesel bus, acquire parts and components for in-house repairs, resurface garage concrete, retrofit storage bay, and paint operations & maintenance facility.

Project Benefits

The Transit operation will benefit from a newer diesel bus requiring less preventative maintenance as well as improved working conditions in our maintenance facility.

Additional Information

This project will ensure that FAST maintains its current assets in a manner in which it can continue to provide reliable service and promote Transit safety, improved accessibility and customer convenience.

Location Description

The City of Fayetteville, NC, Urbanized Area, includes part of the Ft. Bragg military installation.

Project Location (Urbanized Areas)

UZA Code	Area Name
370000	North Carolina
379630	Fayetteville, NC

Congressional District Information

District	State
8	North Carolina
9	North Carolina

Program Plan Information

STIP/TIP

Date: Not Provided

Description: NCDOT STIP 2024-2033

UPWP

Date: Not Provided

Description: FAMPO UPWP 2024

Long Range Plan

Date: Not Provided

Description: FAMPO Long Range Transit Plan

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$363,298
Local			\$90,626
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$453,924

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NC-2025-049-01-00	111-00 (111-A2) BUS - ROLLING STOCK	\$267,972.00	\$66,795.00	\$334,767.00	13
NC-2025-049-01-00	11.12.02 BUY REPLACEMENT 35-FT BUS	\$243,972.00	\$60,795.00	\$304,767.00	1
NC-2025-049-01-00	11.12.40 BUY ASSOC CAP MAINT ITEMS	\$24,000.00	\$6,000.00	\$30,000.00	12
NC-2025-049-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$95,326.00	\$23,831.00	\$119,157.00	1

NC-2025-049-01-00	11.44.02	REHAB/ RENOVATE - MAINTENANCE FACILITY	\$95,326.00	\$23,831.00	\$119,157.00	1
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Project Budget Activity Line Items

Budget Activity Line Item: 11.12.40 - BUY ASSOC CAP MAINT ITEMS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.40	BUY ASSOC CAP MAINT ITEMS	BUY REPLACEMENTS - CAPITAL BUS	12

Extended Budget Description

Acquire/Replace the following rolling stock components: High Voltage Tools, ARC Protection Kit, HUB Repair Kit

These parts and components purchased will be primarily completed in-house and an outside vendor will only be used in the event the repair cannot be completed by staff.

Estimated Useful Life is 5 years.

STIP #TG-5224C

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$24,000
Local			\$6,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$30,000

Milestone Name	Est. Completion Date	Description
Contract Award Date	7/1/2025	Issue Purchase Orders
Initial Purchase or Repair	8/30/2025	Authorize work orders for contractor repair. Issue PO for in house repair.

Install Components and Complete Repairs	7/1/2026	Complete final repair. Accept contractor repairs.
Final Payment	7/1/2027	Complete work and final payment.

Budget Activity Line Item: 11.12.02 - BUY REPLACEMENT 35-FT BUS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Purchase a replacement 35 ft low-floor bus and related equipment. Vehicle related equipment includes destination signs, automated voice annunciation systems, public address systems, bike racks, and automated passenger counters. The bus will also include privacy shields to provide separation between customers and bus operators to ensure social distancing guidelines are maintained. This is a replacement for a bus that have reached the end of their useful life and will have exceeded 600,000 miles by the time it is replaced.

Estimated useful life is 12 years or 500,000 miles.

Bus to be replaced:
#709 2010 35' GILLIG BUS LF 32 Passenger

See Rolling Stock Status Report (attached)

STIP project #TA-4948A.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Diesel Fuel	New	35 FT

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$243,972
Local			\$60,795
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$304,767

Milestone Name	Est. Completion Date	Description
Contract Award Date	7/1/2025	Contract awarded

Issue Purchase Order	8/30/2025	Issue purchase order for bus
Initial Delivery Date	7/1/2026	Vehicle inspection
Final Delivery Date	8/30/2026	Bus delivered
Contract Completion Date	6/30/2027	Contract completed

Budget Activity Line Item: 11.44.02 - REHAB/RENOVATE - MAINTENANCE FACILITY

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.02	REHAB/RENOVATE - MAINTENANCE FACILITY	REHAB/RENOVATE BUS SUPPORT FACIL/EQUIP	1

Extended Budget Description

Due to the BEBs being longer than current fleet, the BEB does not fit onto current HUB bus lift. As a result, the facility requires the retrofitting of the storage bay into a BEB working bay to include lift hoist, install new heater, raise bay door, install platform, etc. In addition to this, the garage concrete need to be resurfaced and the interior of the maintenance needs to be repainted.

Estimated useful life is 7 years.

STIP# TG-5224C

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$95,326
Local			\$23,831
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$119,157

Milestone Name	Est. Completion Date	Description
Award Contract	7/1/2025	Award and execute contract
Complete Work	7/1/2026	Complete installation
Final Payment	3/30/2027	Final payment awarded

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.44.02	REHAB/RENOVATE - MAINTENANCE FACILITY	1	\$95,326.00	\$119,157.00

Finding: Class II(c) - Categorical Exclusions (C-List)**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.02	BUY REPLACEMENT 35-FT BUS	1	\$243,972.00	\$304,767.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.40	BUY ASSOC CAP MAINT ITEMS	12	\$24,000.00	\$30,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

- 431 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
- 432 2017 28' FORD F-550 Lift LTV 21-Pass (replace with this grant)
- 443 2020 28' FORD STARTRANS SENATOR 2 Lift 21-Passenger
- 701 2008 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
- 704 2008 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant -NoLo)
- 705 2009 35' GILLIG BUS LF 32 Passenger Ramp (Grant NC-2021-023)
- 706 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
- 707 2009 35' GILLIG BUS LF 32 Passenger Ramp (replace with this grant - NoLo)
- 709 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 710 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 711 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 712 2010 35' GILLIG HYBRID BUS LF 32 Passenger Ramp (replace with this grant)
- 713 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 714 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 715 2012 35' GILLIG HYBRID BUS LF 32 Passenger Ramp
- 716 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 717 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 718 2014 35' GILLIG BUS LF 32 Passenger Ramp
- 719 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 720 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 721 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 722 2020 35' GILLIG BUS LF 32 Passenger Ramp
- 723 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp

724 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 725 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 726 2021 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 734 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 735 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 736 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp
 77 2022 35' NEW FLYER XD35 BUS LF 32 Passenger Ramp

Attached Rolling Stock Status Report

		Current Value
I.	Active Fleet	
	A. Peak Requirement	22
	B. Spares	8
	C. Total (A+B)	30
	D. Spare Ratio (B/A)	36.36%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	30

Fleet Type: Paratransit

Fleet Comments

No Year Make/Model Type

423 2017 22' Ford E-350 Lift LTV 14-Pass *
 424 2017 22' Ford E-350 Lift LTV 14-Pass*
 425 2017 22' Ford E-350 Lift LTV 14-Pass *
 426 2017 22' Ford E-350 Lift LTV 14-Pass *
 427 2017 25' Ford E-450 Lift LTV 18-Pass *
 428 2017 25' Ford E-450 Lift LTV 18-Pass *
 429 2017 25' Ford E-450 Lift LTV 18-Pass *
 430 2017 25' Ford E-450 Lift LTV 18-Pass *
 433 2019 22' Ford E-450 Lift LTV 14 Pass *
 434 2019 22' Ford E-450 Lift LTV 14 Pass *
 435 2019 22' Ford E-450 Lift LTV 14 Pass *
 436 2019 22' Ford E-450 Lift LTV 14 Pass *
 437 2020 22' Ford E-450 Lift LTV 14 Pass *
 438 2020 22' Ford E-450 Lift LTV 14 Pass *
 439 2020 22' Ford E-450 Lift LTV 14 Pass *
 440 2020 22' Ford E-450 Lift LTV 14 Pass *
 441 2020 22' Ford E-450 Lift LTV 14 Pass *
 442 2020 22' Ford E-450 Lift LTV 14 Pass *
 490 2020 Grand Caravan Minivan 5 Pass **
 491 2020 Grand Caravan Minivan 5 Pass **

492 2020 Grand Caravan Minivan 5 Pass **

Attached Rolling Stock Status Report

*Converted to dual-fuel Propane-Gasoline

** Lift

		Current Value
I.	Active Fleet	
	A. Peak Requirement	16
	B. Spares	5
	C. Total (A+B)	21
	D. Spare Ratio (B/A)	31.25%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	21

Part 5: FTA Review Comments

Application Review Comments

Comment By John Crocker

Comment Type Pre-Award Manager Returns Application

Date 4/17/2025

Comment Please see the following initial comments:
 * Please reduce the overall budget to \$363,298 from \$373,501 to match the FY22 5339 Formula Lapsing Amount. The reduction of \$10,203 can be in one ALI or spread across ALIs. Please also adjust the text in the Extended Budget Description and Award Description to reflect the new amount.
 * In "Project Description" Please include all activities including the Bus purchase, supporting equipment and garage maintenance
 * For ALIs "11.12.40 - Buy Associated Cap Maint Items" and "11.44.02 - Rehab/ Renovate Maintenance Facility" please change the funding source to "5339 - Bus and Bus Facilities Formula"

Comment By John Crocker

Comment Type Pre-Award Manager Returns Application

Date 5/15/2025

Comment Please see the following comments:
* In "Project Description" Please include all activities including the Bus purchase, supporting equipment and garage maintenance
* For ALLs "11.12.40 - Buy Associated Cap Maint Items" and "11.44.02 - Rehab/ Renovate Maintenance Facility" please change the funding source to "5339 - Bus and Bus Facilities Formula"

Comment By John Crocker

Comment Type Pre-Award Manager Returns Application

Date 5/19/2025

Comment Please see the following Technical Review Comments:

1) 11.12.40
i) Please be reminded that the items of each costs at least 0.5 percent of the current fair market value of rolling stock comparable to the rolling stock for which the equipment, tires, tubes, and material are to be used.
ii) Please add quantity.

2) 11.44.02
i) The FTA share of 83.3% exceeds the max. allowed 80%.
ii) Please list min. useful life for item costing \$10,000 each.
iii) Please include quantity.

Application Review Comments

Comment By Guanying Lei

Comment Type Application Details

Date 5/19/2025

Comment Technical Review Comments:

1) 11.12.40
i) Please be reminded that the items of each costs at least 0.5 percent of the current fair market value of rolling stock comparable to the rolling stock for which the equipment, tires, tubes, and material are to be used.
ii) Please add quantity.

2) 11.44.02
i) The FTA share of 83.3% exceeds the max. allowed 80%.
ii) Please list min. useful life for item costing \$10,000 each.
iii) Please include quantity.

Part 6: Agreement

FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-33)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(33), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: FAYETTEVILLE, CITY OF

Recipient ID: 1112

UEI: M7SAWYCADYW1

DUNS:

Award Information

Federal Award Identification Number (FAIN): NC-2025-049

Award with Amendment Number: NC-2025-049-00

Award Name: FY25 5339 Formula Grant-Appportionment Supplement

Award Start Date: 8/19/2025

Original Award End Date: 3/30/2032

Current Award End Date: 3/30/2032

Award Executive Summary: This grant requests the use of \$363,298 of (potentially lapsing) FY21 Section 5339 Bus/Bus Facilities Urbanized funds. Transit will use these funds in addition to apportionment funds to cover the cost of the diesel bus. The unexpected higher costs have resulted in the need for additional funding.

Recipient and/or any Sub-recipient will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contract Guidance) and Recipient and/or any Sub-recipient will ensure that contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$453,924.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$363,298.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$90,626.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$363,298.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$90,626.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$363,298
Local			\$90,626
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$453,924
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(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified

DOL Review Date: 6/5/2025

DOL Certification Date: 6/5/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

Yvette Taylor

Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: yvette.taylor@dot.gov

Award Date: 8/19/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

FAYETTEVILLE, CITY OF

**CAPITAL PROJECT ORDINANCE
ORD 2026-32**

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

Section 1. The authorized project is for the funding of the 2025 Transit Capital Grant NC-2025-049-00 as awarded by the Federal Transit Administration for the duration of the grant. This award is for a replacement diesel bus, capital maintenance and facility improvements at Transit’s Garage as a result of the recent acquisition of Transit’s new battery electric buses (BEBs).

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

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

Federal Transit Administration NC-2025-049-00	\$ 363,298
Local Match - Transit Operating Fund Transfer	<u>90,626</u>
Total Project Revenues	<u><u>\$ 453,924</u></u>

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

Total Project Expenditures	<u><u>\$ 453,924</u></u>
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Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. The City Manager is hereby authorized to execute the grant agreement and other documents that are required or appropriate for the City to receive the 2025 Transit Capital Grant NC-2025-046-00. The City Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the Federal Transit Administration.

Adopted this 22nd day of September, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4922

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A10

TO: Mayor and Members of City Council

THRU: Jeffrey Yates, Assistant City Manager

FROM: Tiffany R. Murray, CLGFO, Chief Financial Officer
Andrew LaGala, A.A.E., Airport Director

DATE: September 22, 2025

RE:
Accept NCDOT Division of Aviation (DOA) Airport Improvement Program Grant for Infrastructure Upgrades and Equipment Purchases and Adopt the Capital Project Ordinances to Appropriate State Funds

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal IV - Desirable Place to Live, Work and Recreate

4.1 - To maintain public transportation investments with high-quality transit and airport services.

Executive Summary:

Council is asked to accept NCDOT Division of Aviation Grant and adopt Capital Project Ordinance (CPO) 2026-33 and Capital Project Ordinance Amendment (CPOA) 2022-14 to appropriate a total of \$2,137,074 for infrastructure improvements and equipment purchases.

CPO 2026-33 will appropriate \$1,727,074 of the NCDOT DOA grant award for the following projects:

- \$200,000 - Security Surveillance Upgrade
- \$600,000 - Airfield Snow Removal Equipment
- \$750,000 - Sewer Upgrade
- \$177,074 - Parking Lot Crack Seal

CPOA 2022-14 will appropriate \$410,000 of the NCDOT DOA grant award for General Aviation Hangar.

Background:

The Department of Transportation provides the City of Fayetteville funding for the purposes of improvements to the airport. The NCDOT Airport Improvement Program provides grants for airport infrastructure projects such as runway improvements, airport signage, and other safety & security related items supporting aviation development in the

state.

Issues/Analysis:

None.

Budget Impact:

There is no impact on the General Fund nor is a local match required.

Options:

To Accept and Appropriate the NCDOT grant as presented and adopt CPO 2026-33 to CPOA 2022-14 to appropriate the funding.

Do not accept the NCDOT grant or adopt the associated ordinances and provide further direction to staff.

Recommended Action:

Staff recommends that Council move to accept the NCDOT grant agreement as presented and adopt CPO 2026-33 and CPOA 2022-14

Attachments:

NCDOT Notification of Funding Allocation

CPO 2026-33

CPOA 2022-14



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

09/08/2025

The Honorable Mitch Colvin, Mayor
City of Fayetteville
400 Airport Road, Suite 1
Fayetteville, NC 28306

RE: NOTIFICATION OF FUNDING ALLOCATION
§ 63-74 Airport Improvement Program

Dear Mr. Colvin:

On behalf of N.C. Governor Josh Stein, Transportation Secretary J.R. "Joey" Hopkins, and the NC Board of Transportation, this Notification of Award serves as official verification that state funds have been programmed for **Fayetteville Regional Airport**, Project Request No. 6090 for state fiscal year (SFY) 2026 and were announced at the September 3, 2025 Board of Transportation meeting.

Pursuant to the authorizing legislation, the Department of Transportation provides to the Authority funding outlined below for the purposes of funding improvements to the airport and paying debt service or related financing costs and expenses on revenue bonds or notes issued by the airport. The Authority hereby represents and warrants that all funds shall be utilized exclusively for the purposes listed in the authorizing legislation and in compliance with all other applicable laws, rules, regulations and requirements.

The specific work elements and funding allocation is noted below:

<u>Award ID</u>	<u>Description</u>	<u>State Funds</u>	<u>Local Funds</u>
36244.27.20.1	NC Airport Improvement Program (NCAIP)	\$2,137,074	\$0

The Department of Transportation shall not allocate funds prior to receiving a report (please use the AV-109 form) outlining their use in conformance with the purposes of the program. No later than 45 days from the date the department receives the report, the department shall make a determination whether the intended use of the funds matches the purposes of the program and, if so, allocate funds under this section to the airport. An airport that receives funds under this section shall return the funds to the department if the funds are in the possession or control of the airport and not expended or encumbered by September 30 of the year following the fiscal year in which the department makes the allocation, which is September 30, 2027. The AV-106 Directed Funding Encumbrance Report will be submitted to the department as funds are encumbered. All funds returned to the department under this section or retained by the department for failure of an eligible airport to submit a report under this subsection, shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the North Carolina General Assembly.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: ncdot.gov/aviation

The Department of Transportation shall disburse funds to a compliant airport on a quarterly schedule. The quarterly payments will be distributed for the **Fayetteville Regional Airport** as follows:

	Disbursement Amount
First Payment (Q1) – pending signed agreement	\$534,269
Second Payment (Q2) – December 2025	\$534,269
Third Payment (Q3) – March 2026	\$534,268
Fourth Payment (Q4) – June 2026	\$534,268

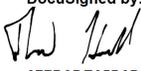
Upon receipt of this letter, NCDOT Aviation requires that you submit a Request for Aid. The application for the funding will be delivered through the NCDOT Enterprise Business System (EBS). NCDOT Aviation has reference materials available, such as checklists, on our Connect Site under the Directed Funding section.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

As previously done, NCDOT Aviation will again create claims in EBS for compliant airports to ensure payments are issued in a timely manner to align with the Division’s approved spend plan. Please contact airport project manager Mortaza Habibi at gmhabibi@ncdot.gov or (919) 814-0553 with questions.

NCDOT Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

677D8DE65B6D4C2...

J. Thad Howell

Interim Director of Aviation

JTH/ah

cc: N.C. Governor Josh Stein
J.R. “Joey” Hopkins, Secretary, NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT
Ted Budd, United States Senate
Thom Tillis, United States Senate
Virginia Foxx, United States Congress
Deontae Watson, Deputy Airport Director, Fayetteville Regional Airport
Andrew LaGala, Director, City of Fayetteville
Kelly Strickland, Assistant City Manager, City of Fayetteville
Ralph Huff, Board of Transportation Representative, NCDOT
Lee Jernigan, P.E., Division 6 Engineer, NCDOT
Mortaza Habibi, P.M.P., Airport Project Manager, NCDOT

**CAPITAL PROJECT ORDINANCE
ORD 2026-33**

BE IT ORDAINED by the City Council of the City of Fayetteville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinances are hereby adopted:

Section 1. The authorized project is for the funding of the FY2026 NC Airport Improvement Program (NCAIP) 36244.27.20.1 award as provided by the North Carolina Department of Transportation Division of Aviation (NCDOT DOA). This award is for airport infrastructure improvements and equipment purchases.

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

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

North Carolina Department of Transportation's Division of Aviation (NCDOT DOA)	
NC Airport Improvement Program (NCAIP) - FY2026	<u>\$ 1,727,074</u>

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

Project Expenditures	<u>\$ 1,727,074</u>
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Section 5. Copies of this capital project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out the project.

Section 6. The City Manager is hereby authorized to execute the award agreement and other documents that are required or appropriate for the City to receive the FY2026 NC Airport Improvement Program award 36244.27.20.1. The City Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the North Carolina Department of Transportation Division of Aviation.

Adopted this 22th day of September, 2025.

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE ORD 2022-14**

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

Section 1. The project change is to Capital Project Ordinance 2022-14, adopted November 8, 2021, as amended, for the funding of the design and construction of a General Aviation Hangar, and other ancillary costs.

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

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

	Listed As	Amendment	Revised
North Carolina Department of Transportation Commercial Service Airport Funding - FY2022	\$ 400,000	\$ -	\$ 400,000
North Carolina Department of Transportation Commercial Service Airport Funding - FY2023	2,522,939	-	2,522,939
Division of Aviation (NCDOT DOA) NC Airport Improvement Program (NCAIP) - FY2025	435,922	-	435,922
Division of Aviation (NCDOT DOA) NC Airport Improvement Program (NCAIP) - FY2026	-	410,000	410,000
	\$ 3,358,861	\$ 410,000	\$ 3,768,861

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

Project Expenditures	\$ 3,358,861	\$ 410,000	\$ 3,768,861
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Section 5. Copies of this capital project ordinance amendment shall be made available to the budget officer and the finance officer for direction in carrying out the projects.

Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 22th day of September, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4910

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A11

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, ICMA-CM, City Manager
Jeffery Yates, Assistant City Manager

FROM: Roberto E. Bryan Jr., Chief of Police

DATE: September 22, 2025

RE:
Accept and Appropriate the Juvenile Restitution Program Grant Awarded from North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program and Adopt the Special Revenue Fund Project Ordinance

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
Goal 1: Safe and Secure Community

Executive Summary:
The City has been awarded grant funding from the North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program. Council is asked to adopt Special Revenue Fund Project Ordinance 2026-10 to appropriate \$92,273 for personnel and operating costs of the Fayetteville-Cumberland Juvenile Restitution Program.

The \$92,273 appropriation includes the \$65,795 grant award, the City's local match of \$15,951 and Cumberland County's local match of \$10,527.

Background:
The Fayetteville-Cumberland Juvenile Restitution Program focuses on making juvenile offenders, typically between the ages of 11 and 17, accountable to the community and/or victim(s) through community service work. Youth are referred to the program to complete court-ordered community service and/or restitution requirements.

The program provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, the program focuses on changing the juvenile's attitude and negative behavior through positive reinforcement and life experiences. It is the goal of the program to decrease future criminal misbehavior by those served.

Issues/Analysis:

The grant performance period extends through June 30, 2026.

Budget Impact:

There is no impact on the General Fund fund balance. The City's local match of \$15,951 is funded as part of the Police Department's FY26 adopted operating budget.

Options:

1. To Accept and Appropriate the Juvenile Restitution Program Grant Awarded from North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program and Adopt the Special Revenue Fund Project Ordinance 2026-10.
2. Do not adopt To Accept and Appropriate the Juvenile Restitution Program Grant Awarded from North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program and Adopt the Special Revenue Fund Project Ordinance 2026-10 and provide further guidance to staff.

Recommended Action:

Staff recommends that Council accept the grant and adopt Special Revenue Fund Project Ordinance 2026-10 as presented.

Attachments:

Special Revenue Fund Project Ordinance 2026-10
Program Agreement



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 25-26	DPS/JCPC FUNDING # (cont only)	526-XXXX
COUNTY:	Cumberland	AREA:	Central Area
Multi-County:	No	Multi-Components:	No
NAME OF PROGRAM: Fayetteville-Cumberland Juvenile Restitution Program			

SPONSORING AGENCY:	Fayetteville Police Department		
SPONSORING AGENCY PHYSICAL ADDRESS:	467 Hay Street Fayetteville	NC	28301
SPONSORING AGENCY MAILING ADDRESS:	467 Hay Street Fayetteville	NC	28301
TYPE:	Public	FEDERAL ID #	566001226

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
44167	Fayetteville-Cumberland Juvenile Restitution Program	Restitution/Community Service	\$ 92,273
Total cost of components:			\$ 92,273

Program Manager Name & Address *(same person on signature page)*

Name:	Lt. Ranesa Wallace	Title:	Program Manager		
Mailing Address:	467 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1885	Fax:	(910) 433-1042	E-mail:	RanesaWallace@fayettevillenc.gov

Contact Person *(if different from program manager)*

Name:	Deirdre Melvin	Title:	Program Coordinator		
Mailing Address:	467 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1020	Fax:	(910) 433-1042	E-mail:	deirdremelvin@fayettevillenc.gov

Program Fiscal Officer *(cannot be program manager)*

Name:	Jeffrey Yates	Title:	Interim Chief Financial Officer		
Mailing Address:	433 Hay Street	City:	Fayetteville	Zip:	28301
Phone:	(910) 433-1682	Fax:	(910) 433-1680	E-mail:	JeffreyYates@FayettevilleNC.Gov

SECTION I B: PROGRAM COMPONENT DESCRIPTION	
COMPONENT ID #	COMPONENT INFORMATION
44167	<p>NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program</p> <p>BRIEF DESCRIPTION: Fayetteville Police Department's Restitution and Community Service Program provides opportunities for juveniles to be accountable for their actions to the community and/or to victim(s) through performing supervised community service work and/or a monetary payment within the timeline stipulated in the court order, terms under a Teen Court agreement, or diversion contract.</p>

SECTION II: COMPONENT STATISTICAL INFORMATION				
Multi-Components No				
Component Service Statistics		PROGRAM COMPONENT INFORMATION - APPLICATION YEAR		
Component Name: Fayetteville-Cumberland Juvenile Restitution Program				Component ID # 44167
What is this component's maximum client capacity at any given time?				20
Frequency of client contact per month:	4	Anticipated Average Length of Stay:	90	Days
Total Component Cost:	\$92,273	÷ by	Estimated # to be served during funding period:	70
Estimated Average Cost Per Youth:		\$1,318		
Applies to continuation programs only.	Actual number of youth admitted FY 23-24:		70	
	70	Number of admissions Juvenile Justice Referred	100% of total admissions	
	0	Number of admissions Law Enforcement Referred	0% of total admissions	
	0	Number of admissions District Court Referred	0% of total admissions	
	Actual number served FY 23-24:		84	

SECTION III: COMPONENT SUMMARY

NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program

1. Statement of the Problem: *In concise terminology, describe how the program will address continuum need(s) in the county.*

Summary Report of the Cumberland County Juvenile Crime Prevention Council Risk/Needs/Strengths Assessment

1. Prior to YASI implementation in January 2020, STRENGTHS levels were not assessed. RISK is strictly limited to risk of reoffending. NEEDS represents the overall service needs we need to wrap around the juvenile. Low NEEDS correlates a high STRENGTHS Levels. Overlap may occur for the same juvenile during reassessment as part of each juvenile's case planning process. 2. The domain data sets only include juveniles who scored moderate to high risk on the YASI full assessment (45% were considered low risk after receiving full assessment). 3. Data from full YASI assessment represents around 100 different items compared to the YASI pre-screen of around 33 items. Juveniles that only scored low risk on the pre-screen did not move forward to the full screening process so data set is limited to a few questions in the individual family, school and peer domains. Every juvenile who showed up in this data set scored moderate on the pre-screen. When assessed on the full screen they fell to low risk because the range of points in the Full YASI are much broader than the pre-screen tool. 4. In FY 2023-2024, there were 38,411 in Cumberland County ages 10-17 (target age range for North Carolina Department of Public Safety Division of Juvenile Justice and Delinquency Prevention Juvenile Court Services). Children under 10 years old are no longer chargeable unless it is a serious offense and they are given a status of "vulnerable juveniles" who are not processed through the juvenile justice system. 5. 587 YASI Full Assessments were completed in FY 23/24. THE YASI data set includes history in domains: Legal History, Family, School, Community&Peers, Alcohol and Drugs, Mental Health, Physical Health, Aggression, Employment and Free Time.

FY 23/24 Weapons offenses for Cumberland County was at 26% which was 9% higher than State; Person Crimes for Cumberland County was at 78% which was 36% higher than State; Felony Crimes for Cumberland County was at 58% which was 23% higher than State.

FCCJRP will provide opportunities for the offending juveniles to be held accountable for their offenses and delinquent behavior.

2. Target Population: *Describe the target population, including age, and the steps taken to insure that the target population is served.*

The target population is youth between the ages of 10-18 who are either (1.) under the jurisdiction of the Court and/or Interstate Compact of Juveniles; (2.) Diverted from Juvenile Court by Juvenile Court Counselor; referred by Law Enforcement of School Resource Officer; or referred by Teen Court. The program will monitor youth to ensure that community service and restitution activities are completed safely and timely. 18 year olds or older will be served under the following conditions: On probation or otherwise under supervision of Juvenile Court Services or not under juvenile court supervision but referred by SRO/School as a diversion from Juvenile Court Services or District Court, or as part of a School Justice Partnership Agreement, if still attending school and consents to participate.

3. Program Goal(s): *Provide a brief statement to describe the overall purpose of the program.*

The FCCJRP focuses on making the offender accountable to the community and/or victim(s) through community service work. Monetary restitution is paid to victims that seek reimbursement for personal injury and/or property damage by the juvenile. FCCJRP provides meaningful work opportunities for juveniles to teach them accountability and to accept responsibility for their actions. In addition, FCCJRP focuses on changing the juvenile's attitude and

SECTION III: COMPONENT SUMMARY	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>negative behavior through positive reinforcement and life experiences. Overall, it is the goal of FCCJRP to decrease future criminal misbehavior of those served in the program.</p>	
<p>4. Measurable Objective(s): <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>75% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>75% Clients will have no new complaints with an offense date after the admission date.</p> <p>75% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>75% Clients will demonstrate accountability by actively participating in restitution/community service activities.</p> <p>75% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p> <p>75% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>75% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.</p>	
<p>5. Elevated Risks and Needs: <i>Describe how program services will address one or more of the elevated risk and needs listed in the most recent JCPC Request for Proposal.</i></p> <p>The Juvenile Crime Prevention Council has prioritized the top five Risk Factors:</p> <ol style="list-style-type: none"> 1. Negative Peer Relationships. 2. School Behavior Problems. 3. Behavioral Health Needs (Mental Health/Substance Abuse) 4. Family Conflict/Parenting Skills 5. Runaway Behavior <p>The Fayetteville-Cumberland Juvenile Restitution Program will provide opportunities for the offending juveniles to be held accountable for their offenses and attitude toward deviance. Juveniles will perform community service throughout the city and county to work hours and earn restitution monies to reimburse their victims.</p>	

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program

1. Location: *List physical address(es) and describe where program services are delivered.*

3811 Sycamore Dairy Rd., Fayetteville, NC 28303

List of Worksites are as follows: Greater Unity Tabernacle Christian Church, 311 Gillespie Street, Fayetteville, NC 28301; North Ramsey Street Church of God, 113 Circle Court, Fayetteville, NC 28301; Tru Blendz Barbershop, 1555 Cain Rd, Fayetteville, NC 28303; Robeson Street Barber Shop, 1015 Robeson Street; Balm in Gilead, 3110 Doc Bennett Rd; Veterans Empowering Veterans, 325 B. Street, Fayetteville, NC 28301. Juveniles also perform community service hours working in their community. Juveniles rake/mow yards of neighbors in their community while parents/guardians supervise and take video of juveniles performing work. All worksites adhere to all safety procedures concerning COVID-19. Program staff makes contact with worksites each week to get an update on juveniles' performance and hours earned. Work schedules are developed to avoid interference with school and other important activities for the youth and family.

2. Operation: *Describe the daily/weekly schedule of program operation.*

FCCJRP's business location is operational from 7:00am to 4:00pm Monday thru Friday. The Program Coordinator makes contact with worksite supervisors, guardians and/or outside work agencies supervising juveniles for community service to get updated work hours on juveniles, make contact with victims to get required information in order for the victim to receive restitution, update court counselors, pick up referrals from courthouse weekly and attend monthly JCPC meetings.

Juveniles complete their community service by assisting elderly in their community (mowing lawns, picking up trash, washing vehicles, all household/cleaning). Juveniles also assist disabled veterans working with staff at Veterans Empowering Veterans. Parents/Guardians have ensured juveniles complete work by sending videos and photos of juveniles working in the community.

3. Staff Positions: *Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.*

The Program Manager must possess at least a Bachelor's degree in a Human Service or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency. The Program Manager is involved in the management of the program. The manager supervises the program coordinator. The manager signs off on 3rd Quarter Accounting Forms, Program Agreements, Budget Revisions and departmental requests.

The Program Coordinator must possess a Bachelor's level Human Services Degree or related field, or a four (4) year degree in any other field with at least two (2) years experience as a direct service professional in a juvenile serving agency.

The Program Coordinator recruits supervised worksites for clients to complete court ordered community service and/or monetary restitution. The coordinator supervises the program staff and any volunteers. He/She collects client referrals from court and reports admission, progress and termination data to DJJDP and CCJCPC on a monthly basis. The coordinator is responsible for daily program operations and is a direct supervision position. The coordinator directly supervises clients, maintains program work equipment, and maintains an accurate record of the number of days and hours worked by each client he/she supevises. The coordinator is responsible for recruiting worksites, worksite

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>inspections, maintaining contact with court counselors especially to resolve concerns when the client fails to meet program standards, maintains client files, and collecting information/data for program effectiveness and DJJDP/JCPC standards.</p> <p>The FCCJRP staff will confirm worksites and that all equipment is prepared and operational. At the worksites, the staff will supervise clients at work. The FCCJRP staff will provide necessary information and support to volunteer supervisors at approved worksites.</p>	
<p>4. Service Type SPEP: <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</p>	
<p>5. Admission Process: <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>The Program Coordinator will obtain referrals from the local DJJDP office, Law Enforcement or School Resource Officer or referred by Teen Court. All referrals are reviewed by program coordinator and are accepted with the exceptions of no shows for intake process. The Program Coordinator enters referrals into the FCCJRP database. The Program Coordinator mails out correspondence within 10 days of referral asking the parent of the juvenile to contact the office to schedule an orientation meeting. Both the parent and the juvenile must be present during the orientation to discuss program requirements and allow the Program Coordinator to meet with the juvenile. Once the program requirements are discussed, required documentation completed, and work schedules created, the juvenile is admitted into the program. Written client status forms and community worksite documentation is maintained within the client file.</p>	
<p>6. Termination Process: <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>Successful: Indicates a high level of juvenile participation in program activities and achievement of behavior improvement goals. Juvenile has attended scheduled work appointments consistently and on time and completed all hours. Satisfactory: Indicates an acceptable level of juvenile participation and behavior improvement even though the juvenile did not work consistently and did not show up on time and did not meet all behavior goals, but did complete hours. Unsuccessful: Failure to attend work assignments consistently or refusal to show up. Non-Compliance: Unexcused absences or refusing to participate in work assignments. Absenteeism plays a vital part of the success and failure in the program. The first unexcused absence will warrant a conference with the parent/guardian and client in reference to the program policy concerning unexcused absences. A second unexcused absence will warrant notifying the probation officer/court counselor SRO's, Law Enforcement and/or Teen Court. A third unexcused absence will result in termination from the program. The Fayetteville-Cumberland County Juvenile Restitution Program Coordinator is responsible for making termination decisions. Written termination forms are completed to notify referral source and parent/guardian of program outcomes.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Court Counselors advise on the number of new court petitions that are referred to the program: Total of new petitions and/or new motions for review with court since enrollment in the FCCJRP. FCCJRP staff seek input from court counselors staff and notify them about any concerns or non-compliance issues to resolve these situations prior to an unsuccessful termination. By completing the community service component, monetary restitution is paid to victims that</p>	

SECTION IV: COMPONENT NARRATIVE (attach for each component)	
NAME OF COMPONENT:	Fayetteville-Cumberland Juvenile Restitution Program
<p>incur personal/property injury or damage and seek reimbursement. Once the community service work requirements has been satisfied, the program will send a successful/satisfactory completion report to the county DJJDP office utilizing the status update form, a completed copy of the DJJDP CTF to the state office, and place a copy in the client's file. The program will not terminate without prior direct oral or written communication with the referral agency.</p> <p>Although, the program has not received referrals from SRO's, Teen Court and Law Enforcement; once the program receives referrals from these agencies, The program will ensure juveniles perform all tasks to get work completed. The program will maintain all documentation (hours/days worked) and report to agency weekly. Once the juvenile has completed hours, the program will email all supporting documentation to agencies.</p>	
<p>7. Referring Agency Interaction: <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>FCCJRP staff picks up the referrals each week from the DJJDP office. The juvenile counselors, Law Enforcement, Teen Court and FCCJRP staff communicate via electronic mail, telephone, and office visits sharing information about the juveniles ordered to complete restitution/community service hours. The juvenile court counselors and FCCJRP staff also communicate when the juvenile has been counseled for new violations and problems at the worksites (i.e. lack of participation, responsiveness to staff contact). Contact is made with the NCDPS Juvenile Justice office monthly.</p>	
<p>8. Intervention/Treatment: <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>Clients served by the FCCJRP will repay the community and/or victims for damages caused by their actions. FCCJRP expects to redirect inappropriate youth behavior in our community by placing responsibility on the clients as they perform community service and monetary restitution work hours deterring them from future crime. Parents are required to transport the juvenile to FCCJRP, appropriate worksites and complete required surveys. The work site agreement and work site requirements forms are up-to-date.</p> <p>The program ensures to alleviate transportation barriers by providing worksites closer to the family's residence. The program also provides transportation for juveniles without any transportation in the home to ensure the juvenile complete their court ordered community/restitution hours.</p>	
<p>9. Best Practice Model: <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The restorative practices (RP) concept has its roots in RJ. RP is an emerging field of practice and study devoted to building social capital and achieving social discipline through participatory learning and decision-making. RP ties together theory, research and practice in fields such as education, counseling, criminal justice, social work and organizational management. The unifying hypothesis of restorative practices is that human beings are happier, more cooperative and productive, and more likely to make positive behavioral changes when others do things with them (via collaboration), rather than to them (via coercion) or for them (via independent action).</p> <p>Reduction of recidivism is also a goal of RJ,[49] secondary to the restoration of offenders.[50] Proponents argue that it can prevent reoffending[49] and deter other potential criminals.[51] Critics counter that RJ does not significantly influence crime rates.[50][51]</p> <p>While some older studies showed mixed results, as of 2013, studies that compared recidivism rates have become</p>	

SECTION IV: COMPONENT NARRATIVE (attach for each component)

NAME OF COMPONENT: Fayetteville-Cumberland Juvenile Restitution Program

more definitive and in favor of Restorative Justice.[49][51] Some studies claim modest, relative reductions,[52][53][54] [55] but more recent studies are finding significant and meaningful reductions in recidivism rates (see below). After defining RJ more accurately and perhaps improving RJ practices, Latimer, Dowden and Muise (2005)[56] conducted the second meta-analysis on the effectiveness of RJ. This study is very important because it addresses the file-drawer problem. Also, some of the studies analyzed implemented a randomized-control group (RCG) design (a gold standard in research methods), although this does not represent the majority of studies included. This meta-analysis lends empirical support for the effectiveness of RJ to lower recidivism rates and increase compliance and satisfaction rates. However, the authors caution that a self-selection bias is rife through most studies of restorative justice. They reference authors from one study (McCold & Wachtel, 1998) who found no evidence that restorative justice has a treatment effect on recidivism beyond a self-selection effect.

The third meta-analysis on the effectiveness of RJ was conducted by Bradshaw, Roseborough, and Umbreit (2006). The results of this meta-analysis add empirical support for the effectiveness of RJ in reducing juvenile recidivism rates. Since then Baffour (2006) and Rodriguez's (2007) studies also supports the use of RJ over the traditional justice system when it comes to recidivism rates. Bergseth and Bouffard (2007, 2012) supports these findings and also concludes that there may be some long-term effects of RJ over the traditional justice system; as well as RJ being more effective with serious crimes. RJ participants are less likely to commit serious crimes if they do re-offend and they go longer without re-offending. All of these studies found that RJ is equally effective regardless of race. Sherman & Strang's.

SECTION V: TERMS OF AGREEMENT

This Agreement is entered into by and between Department of Public Safety (*hereinafter referred to as DPS*), and **Cumberland County** (*hereinafter referred to as the County*), *the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and Fayetteville Police Department (hereinafter referred to as the Sponsoring Agency)*.

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Terms of Agreement

This Agreement shall become effective **Jul 1, 2025** and shall terminate **Jun 30, 2026**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed \$65795 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;
3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;
4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*;

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates; and
8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed

expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and with the due dates established by DPS;

14. Make personnel reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);
2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);
3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
4. Submit any other information requested by the County or DPS; and
5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).
5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).
6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC* and

Community Programs Section-Funded Programs Minimum Standards Policy,
Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Governments or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be

uploaded in NCALLIES when submitting a Program Application.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement, *No Overdue Tax Debts*, completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed, before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by

giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

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 as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
Fayetteville-Cumberland Juvenile Restitution Program		Fiscal Year	FY 25-26
Item #	Justification	Expense	In Kind Expense
120	Program Coordinator, CPG 156, 40 hours @27.488, 57,175/2080; Cost of living increase @4.61%, 2,169 (This is the actual formula expense. Actual cash reduced based on JCPC award)	\$54,294	
180	FICA 7.65% (\$4,539.74), Retirement 14.86% (\$8,818.37) Worker's comp 2.70%(\$1,602.26), Dental life ins., Health ins, \$9,823, longevity pay 7.5%(\$4,450.73), 401K,4%, \$2,373.72 (This is the actual formula expense. Actual cash reduced based on JCPC award)	\$21,329	
250	1 Program Vehicle-Fuel Cost (\$814 estimated cost) Vehicle is used to go out to worksites to do safety inspections, locate additional work sites and also to check on clients at worksites.	\$814	
260	Paper, toner, discs, etc	\$300	
310	Staff Development Conference/Training Expense	\$300	
320	Postage	\$100	
350	1 Program Vehicle- Maintenance/Repair Expenses (\$1,000 estimated cost) This vehicle is currently part of inventory and maintenance to be ensured on this vehicle.	\$1,000	
390	Monetary Restitution Bank for reimbursement for victims @ \$8.00 per hour x1,689	\$13,512	
450	Accident insurance @\$3.25. per client for 70 clients, \$85 Annual Membership	\$312	
450	Liability insurance coverage for 70 clients @3.25 \$85 Annual Membership	\$312	
TOTAL		\$92,273	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
Cost of Living Adjustment (COLA) is included as wages	\$2,169	
Program Coordinator - \$27.488/hr x 40/hrs=\$1,099./wk x 52 weeks=\$57,175	\$52,125	
TOTAL	\$54,294	

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	Fayetteville-Cumberland Juvenile Restitution Program		
Fiscal Year:	FY 25-26	Number of Months:	12
	Cash	In Kind	Total
I. Personnel Services	\$75,623		\$75,623
120 Salaries & Wages	\$54,294		\$54,294
180 Fringe Benefits	\$21,329		\$21,329
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$1,114		\$1,114
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$814		\$814
260 Office Supplies and Materials	\$300		\$300
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$14,912		\$14,912
310 Travel & Transportation	\$300		\$300
320 Communications	\$100		\$100
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$1,000		\$1,000
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$13,512		\$13,512
IV. Fixed Charges & Other Expenses	\$624		\$624
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$624		\$624
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$92,273	\$0	\$92,273

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 25-26	Cumberland County
Funding ID:	526-XXXX
Sponsoring Agency:	Fayetteville Police Department
Program:	Fayetteville-Cumberland Juvenile Restitution Program

\$65,795	DPS/JCPC Funds	* This is the amount approved in your application
20%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?
\$10,527	County Cash	Cumberland County <i>(Specify Source)</i>
\$15,951	Local Cash	PD City of Fayetteville <i>(Specify Source)</i>
	Local Cash	<i>(Specify Source)</i>
	Local In-Kind	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
	Other	<i>(Specify Source)</i>
\$92,273	TOTAL	\$13,159 \$26,478
	Required Local Match	Match Provided

DocuSigned by:

 798FE7A4BD9F419... 9/2/2025

Authorizing Official, Department of Public Safety **Date**

The following signature certifies that this program agreement has been locally approved by the Board of County Commissioners.

Signed by:

 47DF694FABC24C4... 9/2/2025

Chair, County Board of Commissioners or County Finance Director **Date**

The following signature certifies that this program agreement has been locally approved by the Juvenile Crime Prevention Council.

Signed by:

 B93F97CBD90D45C... 9/2/2025

Chair, Juvenile Crime Prevention Council **Date**

Signed by:

 7ABDE5C255EE492... 9/2/2025

Program Manager **Date**

Certificate Of Completion

Envelope Id: E18D3A70-6F65-42A3-A334-4DA3A6B90EA0

Status: Completed

Subject: DPS eSignature Request for Cumberland 526-10413 Fayetteville-Cumberland Juvenile Restitution Program

Source Envelope:

Document Pages: 20

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

DPS-DJJ Community Programs

AutoNav: Enabled

3040 Hammond Business Pl

Envelopeld Stamping: Enabled

Raleigh, NC 27603

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

djjdp.applicationsupport@ncdps.gov

IP Address: 207.4.107.7

Record Tracking

Status: Original

Holder: DPS-DJJ Community Programs

Location: DocuSign

8/29/2025 2:50:32 PM

djjdp.applicationsupport@ncdps.gov

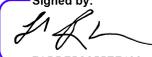
Signer Events

Lt. Ranessa Wallace

RanessaWallace@fayettevillenc.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

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Signature Adoption: Drawn on Device
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Signed using mobile

Timestamp

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Electronic Record and Signature Disclosure:

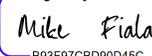
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Mike Fiala

Mike.Fiala@smithdickey.com

Security Level: Email, Account Authentication
(None)

Signed by:

B93F97C8D90D45C...

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Robin M Koonce

rdeaver@cumberlandcountync.gov

Finance Director/CFO

Security Level: Email, Account Authentication
(None)

Signed by:

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Using IP Address: 152.31.99.250

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Electronic Record and Signature Disclosure:

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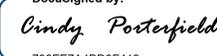
Cindy Porterfield

cindy.porterfield@ncdps.gov

Director of Juvenile Community Programs

NC Dept of Public Safety

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/2/2025 1:57:30 PM
Completed	Security Checked	9/2/2025 1:57:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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How to contact NC Dept of Public Safety:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.pozun@ncdps.gov

To advise NC Dept of Public Safety of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at david.pozun@ncdps.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to david.pozun@ncdps.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- Until or unless I notify NC Dept of Public Safety as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by NC Dept of Public Safety during the course of my relationship with you.

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2026-10

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

Section 1. The project authorized is for the funding of the Fayetteville-Cumberland Juvenile Restitution Program awarded by the North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program for the duration of the grant.

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

Section 3. The following revenues are anticipated to be available in the Federal & State Assistance Fund to complete the project:

N.C. Department of Public Safety	\$	65,795
Local Match - Cumberland County		10,527
Local Match - City of Fayetteville General Fund Transfer		<u>15,951</u>
	\$	<u>92,273</u>

Section 4. The following expenditures are anticipated to be available in the Federal & State Assistance Fund for the project:

Project Expenditures	\$	<u>92,273</u>
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Section 5. Copies of this special revenue project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Section 6. The City Manager is hereby authorized to execute the grant agreement and other documents that are required or appropriate for the City to receive the FY2025-2026 Fayetteville-Cumberland Juvenile Restitution Program Grant. The City Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the North Carolina Department of Public Safety through the Juvenile Justice and Delinquency Prevention program.

Adopted this 22nd day of September, 2025.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4912

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A12

TO: Mayor and Members of City Council

**THRU: Douglas J. Hewett, ICMA-CM, City Manager
Jeffery Yates, Assistant City Manager**

FROM: Roberto E. Bryan Jr., Chief of Police

DATE: September 22, 2025

**RE:
Adopt Local Governmental Resolution for the Governors Highway Safety
Program Grant Award**

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Executive Summary:

The City has been awarded grant funding for fiscal year 2026 for the Fayetteville Police Department through the North Carolina Governors Highway Safety Program in the amount of \$26,500. The Special Revenue Fund Project Ordinance was approved at the August 11th meeting. The Governors Highway Safety Program made the City aware of a required resolution after the Special Revenue Fund Project Ordinance was adopted. Therefore, adoption of the attached resolution will complete all necessary documents for the grant award.

Background:

The Fayetteville Police Department will utilize grant funding to conduct high visibility enforcement on main highways and thoroughfares throughout the City of Fayetteville. Additionally, we will saturate patrols in neighborhoods and school zones to reduce speeding in the City. The Fayetteville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month. Officers will work 4-6-hour shifts of directed traffic patrol conducting focused enforcement.

Issues/Analysis:

The grant performance period expires September 30, 2026.

Budget Impact:

There is no impact on the General Fund fund balance.

Options:

1. Adopt Local Governmental Resolution for the Governors Highway Safety Program Grant Award.
2. Do not adopt Local Governmental Resolution and provide further guidance to staff.

Recommended Action:

Staff recommends that Council adopt the Local Governmental Resolution as presented.

Attachments:

Local Governmental Resolution

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the City of Fayetteville (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City Council
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City Council IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Fayetteville, NORTH CAROLINA,

THIS 22 DAY OF September, 20 25, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Douglas Hewett, City Manager is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 26,500 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
(Name and Title of Representative)
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as required by the project contract; and
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____



City of Fayetteville

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

City Council Action Memo

File Number: 25-4943

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A13

TO: Mayor and Members of City Council

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

**FROM: Fayetteville Public Works Commission and
Bond Counsel, The Charleston Group
R. Johnathan Charleston, Esq.
Catherine R. Iwashita Bamba, Esq.**

DATE: September 22, 2025

RE:

PWC - Approve Resolution of Bond Order Authorizing and Approving the Sale and Issuance under the Provisions of the State and Local Government Revenue Bond Act, as amended, of Not To Exceed \$230,000,000 Aggregate Principal Amount of the City of Fayetteville, North Carolina, Public Works Commission Revenue Bonds, Series 2025 to Provide Funds for the Financing and Refinancing of Various Electric, Water, and Sanitary Sewer Capital Improvements and Directing the Authentication and Delivery of the Series 2025 Bonds

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 1 - Safe and Secure Community

Goal 3 - City Investment in Today and Tomorrow

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

Executive Summary:

The Fayetteville Public Works Commission approved a resolution approving and agreeing to the terms of a bond order authorizing the sale and issuance of Public Works Commission Revenue Bonds, Series 2025, by the City of Fayetteville, North Carolina, and requests the City Council adopt the bond order and take certain other actions in connection with such bonds

Background:

On September 10, 2025, the Fayetteville Public Works Commission adopted the attached Resolution PWC2025.30 and requests City Council adopt the bond order, in substantial form, at its September 22, 2025 meeting.

“Resolution Approving and Agreeing to the Terms of a Bond Order Authorizing the Sale and Issuance of Public Works Commission Revenue Bonds, Series 2025 by the City of

Fayetteville, North Carolina, Requesting that the City Council of said City Adopt Such Bond Order and Taking Certain Other Actions in Connection with Such Bonds”.

In order to issue revenue bonds, North Carolina General Statutes require that the issuing entity adopt a “bond order.” The bond order is the legal document that outlines the security structure (i.e., pledge of net revenues of the utility system), flow of funds, and ongoing covenants (i.e., rate covenant, additional bonds test, continuing disclosures, etc.) for the revenue bonds. The City adopted the Original Bond Order on November 5, 1990, and adopts supplemental bond orders in connection with each subsequent issuance of revenue bonds. The supplemental bond orders provide details and specifics on the particular series of bonds being issued

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council adopt the 2025 Bond Order at its September 22, 2025 City Council meeting

Attachments:

Bond Order Authorizing and Approving the Sale and Issuance under the Provisions of the State and Local Government Revenue Bond Act, as amended, of Not To Exceed \$230,000,000 Aggregate Principal Amount of the City of Fayetteville, North Carolina, Public Works Commission Revenue Bonds, Series 2025 to Provide Funds for the Financing and Refinancing of Various Electric, Water, and Sanitary Sewer Capital Improvements and Directing the Authentication and Delivery of the Series 2025 Bonds

PWC Memorandum Regarding the PWC Resolution PWC2025.30 Resolution Approving and Agreeing to terms of a Bond Order

PWC Resolution PWC2025.30 - Resolution Approving and Agreeing to the Terms of a Bond Order Authorizing the Sale and Issuance of Public Works Commission Revenue Bonds, Series 2025 by the City of Fayetteville, North Carolina, Requesting that the City Council of said City Adopt Such Bond Order and Taking Certain Other Actions in Connection with Such Bonds

Bond Order, in substantially the form presented to the PWC Board of Commissioners - PWC Revenue Bonds, Series 2025

RONNA ROWE GARRETT, COMMISSIONER
DONALD L. PORTER, COMMISSIONER
CHRISTOPHER G. DAVIS, COMMISSIONER
RICHARD W. KING, COMMISSIONER
TIMOTHY L. BRYANT, CEO/GENERAL MANAGER



FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

August 29, 2025

MEMO TO: Timothy Bryant, CEO/General Manager

MEMO FROM: Rhonda Graham, Chief Financial Officer

SUBJECT: Series 2025 Revenue Bonds – Resolution Approving and Agreeing to the terms of the Series 2025 Bond Order

Attached is a resolution for Commission action at the September 10, 2025 meeting approving and agreeing to the terms of the Series 2025 Bond Order and requesting the City do the same. The Series 2025 Bond Order is a supplement to the Original Bond Order and approves the issuance of the Series 2025 Bonds. The not-to-exceed amount is \$230 million.

In order to issue revenue bonds, North Carolina General Statutes require that the issuing entity adopt a "bond order". The bond order is the legal document that outlines the security structure (i.e. pledge of net revenues of the utility system), flow of funds and ongoing covenants (i.e. rate covenant, additional bonds test, continuing disclosures, etc.) for the revenue bonds. The City adopted the Original Bond Order on November 5, 1990 and adopts supplemental bond orders in connection with each subsequent issuance of revenue bonds. The supplemental bond orders provide more details/specifics on the particular series of bonds being issued.

A draft copy of each of the Series 2025 Bond Order, Preliminary Official Statement and Notice of Sale will be provided for you at the meeting. Should an Escrow Agreement be needed, in the event the refunding of Prior Bonds moves forward, the form of Agreement would follow that approved in connection with the Series 2018 Bonds.

The status of the key milestones are:

- August 13/25 PWC & City adopt resolutions to file application w/LGC - **Complete**
- September 2 File Application with LGC - **Complete**
- **September 10** **PWC adopt Series 2025 Bond Order - request City adopt same**
- September 11 Send draft documents to rating agencies - **In Process**
- **September 22** **City adopt Series 2025 Bond Order**
- September 23 Calls with rating agencies (Moody's, S&P and Fitch)
- October 7 LGC approval
- October 10 Post Preliminary Official Statement and Notice of Sale
- October 21 Pricing – receive and accept bids for bonds
- November 12 Closing

Staff recommends that the Commission adopt the attached Resolution No. PWC2025.30.

BUILDING COMMUNITY CONNECTIONS SINCE 1905

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Fayetteville Public Works Commission held a regular meeting at 955 Old Wilmington Road in Fayetteville, North Carolina, the regular place of meeting, at 8:30 a.m. on September 10, 2025.

Present: Chairman Christopher Davis, presiding, and Commissioners *Richard King*
Ronna Garrett, and Donald Porter

Absent: Commissioners *N/A*

Also Present: *Cumberland City Chairman Kirk DeViere,*
Council Member Derrick Thompson, Asst. City Manager Adam Lindsay

* * * * *

Rhonda Graham introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

Resolution No. PWC2025.30

RESOLUTION APPROVING AND AGREEING TO THE TERMS OF A BOND ORDER AUTHORIZING THE SALE AND ISSUANCE OF PUBLIC WORKS COMMISSION REVENUE BONDS, SERIES 2025 BY THE CITY OF FAYETTEVILLE, NORTH CAROLINA, REQUESTING THAT THE CITY COUNCIL OF SAID CITY ADOPT SUCH BOND ORDER AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION WITH SUCH BONDS

WHEREAS, the Fayetteville Public Works Commission (the “PWC”), created pursuant to Chapter VIA of the City Charter of the City of Fayetteville, North Carolina (the “City”) as a public authority for the purpose of managing, controlling and operating the electric, water, and sanitary sewer systems of the City, currently operates such electric, water, and sanitary sewer systems; and

WHEREAS, pursuant to a bond order adopted by the City Council of the City on November 5, 1990, as supplemented and amended (the “Original Bond Order”), the City and the PWC created a combined enterprise system comprised of the electric system, water system, and sanitary sewer system (collectively, the “System”); and

WHEREAS, the Original Bond Order provides for the issuance of revenue bonds thereunder, to be secured by the Net Revenues (as defined in the Original Bond Order) of the System as set forth therein, to finance and refinance improvements to the System; and

WHEREAS, in order to better serve and provide for the future needs of the residents of the City and its environs, the PWC has determined to acquire (in the name of the City), construct and equip various improvements to its electric, water, and sanitary sewer systems, including, without limitation, (i) any extension of water and sanitary sewer mains and lines to various annexed areas of the City, (ii) extension, rehabilitation and replacement of water and sanitary sewer mains and lines, (iii) improvements and upgrades to sanitary sewer collection and treatment facilities, (iv) improvements and upgrades to the water distribution and treatment facilities, and (v) construction, extension, and replacement of and improvements and upgrades to the electric system facilities (collectively, the “Series 2025 Project”); and

WHEREAS, the City has previously issued its Public Works Commission Revenue Bonds, Series 2016 (the “Prior Bonds”); and

WHEREAS, after consideration, the PWC has determined that net debt service savings may be realized through the refunding of all or a portion of the outstanding Prior Bonds; and

WHEREAS, the City has determined to issue its Public Works Commission Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) consisting of revenue bonds in the principal amount of not to exceed \$163,000,000 and revenue refunding bonds in the principal amount of not to exceed \$67,000,000, for an aggregate principal amount of not to exceed \$230,000,000 for the purpose of providing funds, together with any other available funds, to (i) pay the costs of the Series 2025 Project, (ii) refund all or a portion of the Prior Bonds, (iii) fund any necessary debt service revenue fund for such revenue bonds, and (iv) pay certain fees and expenses incurred in connection with the sale and issuance of such revenue bonds; and

WHEREAS, in connection with the authorization, sale and issuance of the Series 2025 Bonds, the staff of the PWC has presented to or discussed with the PWC at this meeting proposed forms of the following documents:

(a) Bond Order to be adopted by the City Council of the City on September 22, 2025 (the “Series 2025 Bond Order”), authorizing the sale and issuance of the Series 2025 Bonds, together with the form of the Series 2025 Bonds attached as Exhibit B thereto;

(b) Preliminary Official Statement, to be dated as of the date of delivery thereof (the “Preliminary Official Statement”), relating to the offering and sale of the Series 2025 Bonds;

(c) Notice of Sale and Bid Form relating to the offering and sale of the Series 2025 Bonds (the “Notice of Sale”); and

(d) Escrow Deposit Agreement, if required, in substantially the form approved by the PWC in connection with the City of Fayetteville, North Carolina, Public Works Commission Revenue Bonds, Series 2018 (the “Series 2018 Bonds”), to be dated as of a mutually agreeable date (the “Escrow Deposit Agreement”), between the City and The Bank of New York Mellon Trust Company, N.A., relating to the refunding of all or a portion of the outstanding Prior Bonds; and

WHEREAS, the Series 2025 Bonds will be issued and secured pursuant to the Original Bond Order and the Series 2025 Bond Order; and

WHEREAS, the City Council of the City is desirous of receiving the PWC's concurrence and agreement with the terms and provisions of the Original Bond Order, the Series 2025 Bond Order, the Preliminary Official Statement, and the Notice of Sale; and

WHEREAS, the PWC is in agreement with such terms and provisions; and

WHEREAS, it is necessary for the PWC to authorize and approve certain other actions in connection with the sale and issuance of the Series 2025 Bonds by the City;

NOW, THEREFORE, BE IT RESOLVED, by the Public Works Commission of the City of Fayetteville, North Carolina as follows:

1. The Series 2025 Bond Order and the Series 2025 Bonds are hereby approved in substantially the forms presented at this meeting, together with such further supplements, modifications, amendments and changes as the officers of the PWC, with the advice of counsel, may approve, such approval to be evidenced by the issuance of the Series 2025 Bonds by the City.

2. The PWC hereby approves the action of the North Carolina Local Government Commission in providing for the public offering and sale of the Series 2025 Bonds by competitive bid pursuant to the terms of the Notice of Sale. The PWC hereby approves the Notice of Sale in substantially the form presented at this meeting.

3. The PWC hereby approves the use and distribution of the Preliminary Official Statement in substantially the form presented at this meeting in connection with the offering and sale of the Series 2025 Bonds. A final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect certain pricing and other terms relating to the Series 2025 Bonds, is hereby approved, and the Chairman, the General Manager, and the Chief Financial Officer of the PWC are each hereby authorized to execute and deliver the final Official Statement in substantially the form of the Preliminary Official Statement, together with such modifications as any of them, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the PWC.

4. The PWC hereby approves the execution and delivery by the City of an Escrow Deposit Agreement, if required, in substantially the form approved by the PWC in connection with the Series 2018 Bonds at a duly called meeting, together with such further supplements, modifications, amendments and changes as the officers of the PWC, with the advice of counsel, may approve, such approval to be evidenced by the issuance of the Series 2025 Bonds by the City. The PWC hereby also approves the refunding of all or a portion of the outstanding Prior Bonds to be addressed in the Escrow Deposit Agreement.

5. The officers and employees of the PWC are authorized and directed (without limitation, except as may be expressly set forth herein and in the Original Bond Order or the Series 2025 Bond Order) to take such action and to execute and deliver such documents, certificates, undertakings and agreements or other instruments as any of them, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Original Bond Order, the Series 2025 Bond Order, the Notice of Sale, the final Official Statement, and the Escrow Deposit Agreement.

6. The PWC agrees to fulfill all of its obligations under the Original Bond Order and, upon its adoption by the City Council of the City, the Series 2025 Bond Order, and the PWC concurs with all of the terms and provisions thereof, including, but not limited to:

(a) the form of the Series 2025 Bonds;

(b) the interest rates to be borne by the Series 2025 Bonds (provided such rates are within the parameters set forth in Section 2.04 of the Series 2025 Bond Order);

(c) the mechanisms and procedures for securing the Series 2025 Bonds;

(d) the mechanisms and procedures for the payment of the principal of, premium, if any, and the interest on the Series 2025 Bonds;

(e) the pledge of the Net Revenues (as defined in the Original Bond Order) granted by the Original Bond Order, as supplemented by the Series 2025 Bond Order;

(f) the mechanisms and procedures for disbursement of the proceeds of the Series 2025 Bonds;

(g) the procedures for amending and supplementing the Series 2025 Bond Order;

(h) the undertaking of all obligations of the City under the Series 2025 Bond Order by the PWC and the compliance with the terms and conditions of the City under the Original Bond Order and the Series 2025 Bond Order by the PWC; and

(i) all other matters in the Series 2025 Bond Order with respect to the Series 2025 Bonds.

7. The City Council of the City is hereby requested to adopt the Series 2025 Bond Order in substantially the form of the draft presented to the PWC at this meeting.

8. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner Donald Porter, seconded by Commissioner Richard King, the foregoing resolution entitled "RESOLUTION APPROVING AND AGREEING TO THE TERMS OF A BOND ORDER AUTHORIZING THE SALE AND ISSUANCE OF PUBLIC WORKS COMMISSION REVENUE BONDS, SERIES 2025 BY THE CITY OF FAYETTEVILLE, NORTH CAROLINA, REQUESTING THAT THE CITY COUNCIL OF SAID CITY ADOPT SUCH BOND ORDER AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION WITH SUCH BONDS" was adopted by the following vote:

Ayes: Commissioners Christopher Davis, Richard King, Donald Porter, and Ronna Garrett

Noes: None

* * * * *

I, Ronna Rowe Garrett, Secretary of the Fayetteville Public Works Commission, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of said Public Works Commission at a regular meeting held on September 10, 2025, as relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in minute books of said Fayetteville Public Works Commission.

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

WITNESS my hand and the official seal of said Public Works Commission this 10th day of September, 2025.

Ronna Rowe Garrett
Secretary

[SEAL]

The City Council of the City of Fayetteville, North Carolina met in a regular meeting in the City Council Chambers of the City Hall located at 433 Hay Street in Fayetteville, North Carolina, the regular place of meeting, at 6:30 p.m. on September 22, 2025.

Present: Mayor Mitch Colvin, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

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

BOND ORDER AUTHORIZING AND APPROVING THE SALE AND ISSUANCE UNDER THE PROVISIONS OF THE STATE AND LOCAL GOVERNMENT REVENUE BOND ACT, AS AMENDED, OF NOT TO EXCEED \$230,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, PUBLIC WORKS COMMISSION REVENUE BONDS, SERIES 2025 TO PROVIDE FUNDS FOR THE FINANCING AND REFINANCING OF VARIOUS ELECTRIC, WATER, AND SANITARY SEWER CAPITAL IMPROVEMENTS AND DIRECTING THE AUTHENTICATION AND DELIVERY OF THE SERIES 2025 BONDS

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution and order was adopted by the following vote:

Ayes: _____.

Noes: _____.

* * * * *

I, Jennifer Ayre, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 22, 2025, as relates in any way to the adoption of the foregoing resolution and order and that said proceedings are to be recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 22nd day of September, 2025.

City Clerk

[SEAL]

CITY OF FAYETTEVILLE, NORTH CAROLINA

BOND ORDER

Adopted September 22, 2025

Authorizing and Securing

**CITY OF FAYETTEVILLE, NORTH CAROLINA
PUBLIC WORKS COMMISSION REVENUE BONDS
SERIES 2025**

BOND ORDER AUTHORIZING AND APPROVING THE SALE AND ISSUANCE UNDER THE PROVISIONS OF THE STATE AND LOCAL GOVERNMENT REVENUE BOND ACT, AS AMENDED, OF NOT TO EXCEED \$230,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, PUBLIC WORKS COMMISSION REVENUE BONDS, SERIES 2025 TO PROVIDE FUNDS FOR THE FINANCING AND REFINANCING OF VARIOUS ELECTRIC, WATER AND SANITARY SEWER CAPITAL IMPROVEMENTS AND DIRECTING THE AUTHENTICATION AND DELIVERY OF THE SERIES 2025 BONDS

WHEREAS, the City of Fayetteville, North Carolina (the “Issuer”), acting by and through its City Council (the “City Council”), is authorized by The State and Local Government Revenue Bond Act of North Carolina, Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (the “Act”), and particularly Sections 159-83(a)(5) and 159-81(3)(a), (b) and (c) thereof, to issue revenue bonds for the purpose of financing or refinancing the cost of acquisition, construction, reconstruction, enlargement, equipping, extension, betterment or improvement of water systems and facilities, sewage disposal systems and facilities and electric systems and facilities and to refund revenue bonds issued for such purposes; and

WHEREAS, the Fayetteville Public Works Commission (the “Commission”) was created pursuant to Chapter VIA of the City Charter of the Issuer as public authority for the purpose of managing, controlling and operating all facilities or projects owned or used by the Issuer for the generation, transmission and distribution of electric capacity and energy for lighting, heating and power, and all additions, extensions and improvements which may at any time be constructed or acquired (the “Electric System”), and for the purpose of supervising and managing all facilities or projects owned or used by the Issuer for the production, collection, treatment, transmission and distribution of water and the collection, transmission, treatment and disposal of sewage, and all additions, extensions and improvements which may at any time be constructed or acquired (the “Water and Sewer System,” and, together with the Electric System, the “System”); and

WHEREAS, the Commission is the designated public authority to operate the System for the purposes of providing electricity, water, and sewer services to the general public within the Issuer and in surrounding geographic areas; and

WHEREAS, pursuant to a bond order adopted by the City Council of the Issuer on November 5, 1990 (the “Original Bond Order”), the Issuer has heretofore issued its \$63,008,898.20 Public Works Commission Revenue Bonds, Series 1990; and

WHEREAS, pursuant to various supplemental bond orders adopted by the City Council of the Issuer on December 7, 1992, October 25, 1993, November 17, 1997, January 13, 2003, August 25, 2003, January 14, 2008, September 14, 2009, August 4, 2014, May 9, 2016, November 13, 2018, September 27, 2021, and September 25, 2023 (the “Amendatory Orders” and, together with the Original Bond Order, the “Bond Order”), the Issuer amended certain provisions of the Original Bond Order; and

WHEREAS, there is currently outstanding under the Bond Order, \$466,520,000 of Bonds (as defined in the Bond Order); and

WHEREAS, the Issuer has determined to finance the cost of certain improvements to the System as more fully described in Exhibit A attached hereto and made a part hereof (the “Series 2025 Project”); and

WHEREAS, the Issuer has previously issued its Public Works Commission Revenue Bonds, Series 2016 (the “Prior Bonds”); and

WHEREAS, after consideration, the Issuer has determined that the Issuer and the Commission may be able to realize net debt service savings through the refunding of all or a portion of the Prior Bonds; and

WHEREAS, the Issuer has determined to issue its Public Works Commission Revenue Bonds, Series 2025 (the “Series 2025 Bonds” as defined in Section 1.01 herein) consisting of revenue bonds in the principal amount of not to exceed \$163,000,000 and revenue refunding bonds in the principal amount of not to exceed \$67,000,000, for an aggregate principal amount of not to exceed \$230,000,000, for the purpose of providing funds, together with any other available funds, to (i) pay the costs of the Series 2025 Project, (ii) refund all or a portion of the Prior Bonds, (iii) fund any necessary debt service revenue fund for such revenue bonds, and (iv) pay certain fees and expenses incurred in connection with the sale and issuance of such revenue bonds; and

WHEREAS, the Issuer has determined that it may issue the bonds refunding all or a portion of the Prior Bonds as a separate series from the Series 2025 Bonds, which bonds shall be designated the Public Works Commission Revenue Refunding Bonds, Series 2025B (2025B if issued in 2025 or such other series designation to be determined to identify the bonds and the year of issuance) (the “Series 2025B Bonds”), in an aggregate principal amount not to exceed \$67,000,000 for the purpose of (i) refunding all or a portion of the outstanding Prior Bonds and (ii) paying the fees and expenses incurred in connection with the sale and issuance of the Series 2025B Bonds; and

WHEREAS, the Issuer has requested that the North Carolina Local Government Commission (the “LGC”) approve the application of the Issuer for the issuance of the Series 2025 Bonds pursuant to Section 159-86 of the Act and, pursuant to the request of the Issuer, sell the Series 2025 Bonds at a competitive sale after advertisement pursuant to Section 159-123 of the General Statutes of North Carolina, as amended; and

WHEREAS, the Commission adopted a resolution on September 10, 2025, requesting that the Issuer adopt this Series 2025 Bond Order, and such resolution specifies the Commission’s agreement to fulfill all of its obligations hereunder and its concurrence with all the terms and provisions hereof; and

WHEREAS, the Issuer has determined that the form of the Series 2025 Bonds shall be substantially in the form set forth in the Exhibit B attached hereto and made a part hereof, with such variations and omissions as are required or permitted by the Bond Order and this Series 2025 Bond Order; and

WHEREAS, under the Constitution and laws of the State of North Carolina, including the Act, the Issuer is authorized to adopt this Series 2025 Bond Order, to issue the Series 2025 Bonds as hereinafter provided for the purposes hereinbefore stated, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted;

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Fayetteville, North Carolina as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Meaning of Words and Terms. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Bond Order shall have the meanings assigned to them therein, and the following words and terms shall have the following meanings:

“Bond Year” means, with respect to the Series 2025 Bonds, the period beginning the first day of March of each year and ending on the last day of February of the following year.

“Escrow Agent” means the escrow agent serving in such capacity from time to time pursuant to the Escrow Deposit Agreement.

“Escrow Deposit Agreement” means the Escrow Deposit Agreement, to be dated as of the date thereof, between the Issuer and the Escrow Agent, and any supplements or amendments thereto, or, in the alternative, any written directives and certificates directed to and accepted by the Escrow Agent.

“Interest Payment Date” means March 1 and September 1 of each year, beginning March 1, 2026.

“Record Date” means, with respect to the Series 2025 Bonds, the 15th day of the month (whether or not a Business Day) preceding each Interest Payment Date.

“Refunded Bonds” means the Prior Bonds that are refunded by the Series 2025 Bonds.

“Securities Depository” means The Depository Trust Company, or any other recognized securities depository selected by the Issuer, which maintains a book-entry only system in respect of the Series 2025 Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Trustee for the Series 2025 Bonds.

“Serial Bonds” means, in respect of the Series 2025 Bonds, the Series 2025 Bonds so designated in the certificate of the Chief Financial Officer of the Issuer required by Section 2.04.

“Series Certificate” has the meaning set forth in Section 2.04.

“Series 2025 Bond Order” means this bond order adopted by the City Council of the Issuer on September 22, 2025, including any amendments or supplements hereto.

“Series 2025 Bonds” means the Series 2025 Bonds, together with the Series 2025B Bonds, unless otherwise specified.

“Series 2025 Project Account” means the account created and so designated by Section 4.01.

“Series 2025 Subaccount of the Interest Account” means the subaccount created and so designated by Section 5.01.

“Series 2025 Subaccount of the Principal Account” means the subaccount created and so designated by Section 5.01.

“Sinking Fund Requirement” means, with respect to the Term Bonds and for any Bond Year, the principal amount fixed or computed for retirement by purchase or redemption on March 1 of the following Bond Year.

The Sinking Fund Requirements for the Term Bonds shall be initially the respective principal amounts of such Term Bonds to be redeemed or otherwise retired on March 1 of the following Bond Year as set forth in the certificate of the Chief Financial Officer of the Issuer required by Section 2.04.

On or before the 60th day next preceding any March 1 on which Term Bonds are to be retired pursuant to the Sinking Fund Requirement, the Issuer may deliver to the Trustee for cancellation Term Bonds required to be redeemed on such March 1 in any aggregate principal amount desired and receive a credit against amounts required to be transferred from the Series 2025 Subaccount of the Principal Account on account of such Term Bonds in the amount of 100% of the principal amount of any such Term Bonds so purchased. Any principal amount of Term Bonds delivered to the Trustee for cancellation and cancelled in excess of the principal amount required to be redeemed on such March 1 shall be credited against and reduce the principal amount of future Sinking Fund Requirements in such manner as shall be specified in an Officer’s Certificate filed with the Trustee.

It shall be the duty of the Trustee, on or before the March 15 of each Bond Year, to confirm, as necessary, the Sinking Fund Requirement for such Bond Year and all subsequent Bond Years for the Term Bonds. The Sinking Fund Requirement for such Bond Year as so confirmed shall continue to be applicable during the balance of such Bond Year, and no adjustment shall be made therein by reason of Term Bonds purchased or redeemed or called for redemption during such Bond Year.

If any Term Bonds of the same maturity are paid or optionally redeemed by or on behalf of the Issuer, the Trustee shall reduce future Sinking Fund Requirements therefor in such manner as shall be specified in an Officer’s Certificate filed with Trustee.

“Term Bonds” means the Series 2025 Bonds, if any, so designated in the certificate of the Chief Financial Officer of the Issuer required under Section 2.04.

Section 1.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number, and the word “person” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or

any agency or political subdivision thereof. References herein to particular articles or sections are references to articles or sections of this Series 2025 Bond Order unless some other reference is indicated.

ARTICLE II

AUTHORIZATION, FORM, ISSUANCE AND DELIVERY OF SERIES 2025 BONDS

Section 2.01. Authorization of Series 2025 Bonds. For the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Series 2025 Project, (b) refund all or a portion of the Prior Bonds and (c) pay certain fees and expenses incurred in connection with the sale and issuance of the Series 2025 Bonds, there shall be issued, under and pursuant to the Constitution and laws of the State of North Carolina, including the Act, the Bond Order and this Series 2025 Bond Order, the Series 2025 Bonds in the amounts and subject to the conditions herein provided.

Section 2.02. Form of Series 2025 Bonds Generally. The definitive Series 2025 Bonds are issuable in fully registered form in denominations of \$5,000 or any integral multiple thereof, shall be lettered “R-” and shall be numbered from 1 consecutively upward

The definitive Series 2025 Bonds issued under the provisions of Section 2.04 shall be substantially in the form set forth in Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Order and this Series 2025 Bond Order.

Section 2.03. Details of Series 2025 Bonds. The Series 2025 Bonds shall be dated as of the date of delivery thereof, shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) until their payment, such interest to the maturity thereof being payable semiannually on each Interest Payment Date, and shall be stated to mature on March 1 (subject to the right of prior redemption), all as hereinafter provided.

Each Series 2025 Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated upon an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) authenticated prior to the first Interest Payment Date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication of any Series 2025 Bond interest is in default, such Series 2025 Bond shall bear interest from the date to which interest has been paid.

The principal of and premium, if any, on the Series 2025 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Trustee, or its successor in trust. Payment of interest on the Series 2025 Bonds shall be made to the Owner thereof as of the applicable Record Date by check mailed by the Trustee to such Owner at its address as it appears on the registration books maintained by the Trustee, or, in the case of an Owner of at least \$1,000,000 in aggregate principal amount of the Series 2025 Bonds, by bank wire transfer to an account maintained by such Owner in the United States of America and designated in written instructions by such Owner to the Trustee.

The Series 2025 Bonds shall be initially issued by means of a book-entry system with no physical distribution of bond certificates to be made except as hereinafter provided. One bond certificate with respect to each date on which the Series 2025 Bonds are stated to mature, in the aggregate principal amount of the Series 2025 Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”),

will be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Series 2025 Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of and interest on the Series 2025 Bonds shall be payable to Cede & Co. or any other person appearing on the registration books for the Series 2025 Bonds as the registered owner of such Series 2025 Bonds or its registered assigns or legal representatives. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Series 2025 Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer, the Commission and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as Securities Depository for the Series 2025 Bonds or (b) the Issuer determines that continuation of the book-entry system of evidence and transfer of ownership of the Series 2025 Bonds would adversely affect the interests of the beneficial owners of the Series 2025 Bonds, the Issuer will discontinue the book-entry system with DTC. If the Issuer identifies another qualified Securities Depository to replace DTC, the Issuer will make arrangements with DTC and such other Securities Depository to effect such replacement and deliver replacement bonds registered in the name of such other Securities Depository or its Securities Depository Nominee in exchange for the outstanding Series 2025 Bonds, and the references to DTC or Cede & Co. in this Series 2025 Bond Order shall thereupon be deemed to mean such other Securities Depository or its Securities Depository Nominee. If the Issuer fails to identify another qualified Securities Depository to replace DTC, the Issuer will deliver replacement bonds in the form of fully registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Series 2025 Bonds as required by DTC and others. Prior to any transfer of the Series 2025 Bonds outside of a book-entry only system (including, but not limited to, the initial transfer outside a book-entry only system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including, without limitation, any costs basis reporting obligations under the Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.04. Issuance and Delivery of Series 2025 Bonds. There shall be issued under and secured by the Bond Order and this Series 2025 Bond Order the Series 2025 Bonds to (1) finance the Project in a principal amount not to exceed One Hundred Sixty-Three Million Dollars \$163,000,000 and (2) refund the Prior Bonds in a principal amount not to exceed Sixty-Seven Million Dollars (\$67,000,000), for an aggregate principal amount not to exceed Two Hundred Thirty Million Dollars (\$230,000,000) for the purposes set forth in Section 2.01

The Series 2025 Bonds shall be stated to mature on March 1, in such years and amounts; shall bear interest at such rate or rates, shall have such Sinking Fund Requirements and shall have such optional redemption provisions as shall be set forth in a certificate of the Chief Financial Officer of the Issuer filed with the Trustee on the date of delivery of the Series 2025

Bonds (the “Series Certificate”); provided, however, that the final maturity of the Series 2025 Bonds shall not be later than March 1, 2055, the effective interest cost shall not exceed 6.00% per annum and the Series 2025 Bonds shall be subject to optional redemption starting no later than ten and one-half (10½) years from their date at a redemption price or prices not to exceed 102% of their face amount plus accrued interest to the date of redemption.

To the extent that the Series Certificate does not designate any of the Series 2025 Bonds as Term Bonds, the terms and provisions of this Series 2025 Bond Order relating to Term Bonds and the Sinking Fund Requirements therefor shall not be applicable and shall no longer be in effect.

The Series 2025 Bonds shall be executed substantially in the form and in the manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before the Series 2025 Bonds shall be delivered by the Trustee, there shall be filed with the Trustee the following:

(a) copies, duly certified by the City Clerk of the Issuer to be true and correct copies, of the Bond Order and this Series 2025 Bond Order;

(b) an executed copy of the Series Certificate;

(c) an executed copy of the Escrow Deposit Agreement, if applicable;

(d) an Officer’s Certificate evidencing compliance with Section 211(a) of the Bond Order; and

(e) such additional resolutions, certificates, documents and opinions as shall be required by the Trustee.

When the items mentioned in subparagraphs (a) to (e), inclusive, of the immediately preceding paragraph shall have been filed with the Trustee and when the Series 2025 Bonds shall have been executed and authenticated as required by the Bond Order and this Series 2025 Bond Order, the Trustee shall deliver the Series 2025 Bonds at one time to the State Treasurer for redelivery to or upon the order of the successful bidder for the Series 2025 Bonds, but only upon payment to the Trustee of the purchase price of the Series 2025 Bonds.

The proceeds of the Series 2025 Bonds shall be applied by the Trustee, simultaneously with the delivery of the Series 2025 Bonds, as provided in the Series Certificate.

Section 2.05. Issuance and Delivery of Series 2025B Bonds. If issued, the Series 2025B Bonds shall be issued under and secured by the Bond Order and this Series 2025 Bond Order to refund all or a portion of the Prior Bonds in a principal amount not to exceed Sixty-Seven Million Dollars (\$67,000,000) for the purposes set forth in Section 2.01.

The Series 2025B Bonds shall be stated to mature on March 1, in such years and amounts; shall bear interest at such rate or rates, shall have such Sinking Fund Requirements and shall have such optional redemption provisions as shall be set forth in a certificate of the Chief Financial Officer of the Issuer filed with the Trustee on the date of delivery of the Series 2025B

Bonds (the “Series Certificate”); provided, however, that the final maturity of the Series 2025B Bonds shall not be later than March 1, 2041, the effective interest cost shall not exceed 4% per annum and the Series 2025B Bonds shall be subject to optional redemption starting no later than ten and one-half (10½) years from their date at a redemption price or prices not to exceed 102% of their face amount plus accrued interest to the date of redemption.

To the extent that the Series Certificate does not designate any of the Series 2025B Bonds as Term Bonds, the terms and provisions of this Series 2025 Bond Order relating to Term Bonds and the Sinking Fund Requirements therefor shall not be applicable and shall no longer be in effect.

The Series 2025B Bonds shall be executed substantially in the form and in the manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before the Series 2025B Bonds shall be delivered by the Trustee, there shall be filed with the Trustee the following:

- (a) copies, duly certified by the City Clerk of the Issuer to be true and correct copies, of the Bond Order and this Series 2025 Bond Order;
- (b) an executed copy of the Series Certificate;
- (c) an executed copy of the Escrow Deposit Agreement;
- (d) an Officer’s Certificate evidencing compliance with Section 211(a) of the Bond Order; and
- (e) such additional resolutions, certificates, documents and opinions as shall be required by the Trustee.

When the items mentioned in subparagraphs (a) to (e), inclusive, of the immediately preceding paragraph shall have been filed with the Trustee and when the Series 2025B Bonds shall have been executed and authenticated as required by the Bond Order and this Series 2025 Bond Order, the Trustee shall deliver the Series 2025B Bonds at one time to the State Treasurer for redelivery to or upon the order of the successful bidder for the Series 2025 Bonds, but only upon payment to the Trustee of the purchase price of the Series 2025B Bonds.

The proceeds of the Series 2025B Bonds shall be applied by the Trustee, simultaneously with the delivery of the Series 2025B Bonds, as provided in the Series Certificate.

ARTICLE III

REDEMPTION OF SERIES 2025 BONDS

Section 3.01. Terms of Redemption. The Series 2025 Bonds shall not be subject to prior redemption except as provided in this Article III and in Article III of the Bond Order.

(a) The Series 2025 Bonds shall be subject to redemption, at the option of the Issuer, at such times and at such redemption prices as shall be set forth in the Series Certificate.

(b) The Term Bonds are required to be redeemed to the extent of any Sinking Fund Requirement therefor on March 1 immediately following each Bond Year in which there is a Sinking Fund Requirement, at a redemption price equal to 100% of the principal amount of the Term Bonds to be redeemed, plus accrued interest to the redemption date.

Section 3.02. Selection of Series 2025 Bonds to Be Redeemed. The Series 2025 Bonds shall be redeemed only in whole multiples of \$5,000. If less than all the Series 2025 Bonds are called for redemption, the Series 2025 Bonds to be so redeemed shall be called for redemption in the manner set forth in an Officer's Certificate filed with the Trustee.

If less than all of the Series 2025 Bonds of any one maturity are to be called for redemption, the Trustee shall select the Series 2025 Bonds to be redeemed by lot, each \$5,000 portion of principal being counted as one Series 2025 Bond for this purpose; provided, however, that so long as the only Owner of the Series 2025 Bonds is a Securities Depository Nominee, such selection shall be made by the Securities Depository in accordance with its rules and procedures.

Section 3.03. Notice of Redemption. (a) Notwithstanding and in lieu of the provisions of Section 304 of the Bond Order, at least thirty (30) days but not more than sixty (60) days prior to the redemption date of any Series 2025 Bonds to be redeemed, whether such redemption be in whole or in part, the Trustee shall cause a notice of any such redemption signed to be mailed, first class, postage prepaid, to all Owners of Series 2025 Bonds to be redeemed in whole or in part; provided, however, that notice to any Securities Depository shall be sent in the manner prescribed by such Securities Depository; and provided further that failure to mail any such notice to any Owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2025 Bonds of any other Owner to whom notice was properly given. The Trustee shall also provide a copy such notice of redemption (i) to the Municipal Securities Rulemaking Board by posting the same on its Electronic Municipal Market Access ("EMMA") system and (ii) to the LGC by first class mail, postage prepaid, but failure to provide such notice or any defect therein shall not affect the validity of any proceedings for the redemption of any Series 2025 Bonds. The Issuer and the Commission shall provide such approvals or consents as may be required for the Trustee to file any such notice with the Municipal Securities Rulemaking Board through its EMMA filing system. Notwithstanding anything to the contrary, the Issuer acknowledges and agrees that the Trustee is not acting as the disclosure/dissemination agent for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12") in connection with any notice required hereunder to be posted via the EMMA filing system.

(b) Each such notice shall set forth the designation, date and Series of the Series 2025 Bonds, the CUSIP numbers of the Series 2025 Bonds to be redeemed, the date fixed for redemption, the Redemption Price to be paid, the address and phone number of the Trustee, the date of the redemption notice, the maturities of the Series 2025 Bonds to be redeemed and, if less than all of the Series 2025 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025 Bonds to be redeemed and, in the case of Series 2025 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2025 Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Series 2025 Bond, a new Series 2025 Bond in principal amount equal to the unredeemed portion of such Series 2025 Bond will be issued.

(c) Any notice of redemption, except a notice of redemption in respect of a Sinking Fund Requirement, may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Series 2025 Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Series 2025 Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such Series 2025 Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

ARTICLE IV

SERIES 2025 PROJECT ACCOUNT

Section 4.01. Establishment of Series 2025 Project Account. There is hereby established with the Trustee a special account within the Construction Fund designated “City of Fayetteville, North Carolina PWC Series 2025 Project Account”. The Trustee shall make the deposit to the Series 2025 Project Account required by the Series Certificate.

The moneys in the Series 2025 Project Account shall be held by the Trustee in trust and, subject to the provisions of Section 4.02, shall be applied to the payment of the Costs of the Project relating to Series 2025 Project and the fees and expenses incurred in connection with the sale and issuance of the Series 2025 Bonds and, pending such application, shall be subject to a lien and charge in favor of the Owners of the Series 2025 Bonds and for the further security of such Owners until paid out or transferred as provided in this Article.

Section 4.02. Payments from Series 2025 Project Account. Payment of the Costs of the Project relating to Series 2025 Project shall be made from the Series 2025 Project Account in the manner provided, and subject to the provisions and restrictions set forth, in Section 604 of the Bond Order, and the Issuer shall not cause or agree to permit to be paid from the Series 2025 Project Account any sums except in accordance with such provisions and restrictions. The form of requisition to be used to requisition funds held in the Series 2025 Project Account shall be in substantially the form set forth in Exhibit C attached hereto.

ARTICLE V

REVENUES AND FUNDS

Section 5.01. Establishment of Account and Subaccounts. There are hereby established a “Series 2025 Subaccount” and, if applicable, a “Series 2025B Subaccount” within the Bond Fund. Amounts deposited and held in the Series 2025 Subaccount shall be held separate and apart from amounts deposited and held in the Series 2025B Subaccount. The following account and subaccounts: are hereby established:

- (a) Series 2025 Subaccount of the Interest Account; and
- (b) Series 2025 Subaccount of the Principal Account.

Such subaccounts shall be established with and held in trust by the Trustee pursuant to the Bond Order and this Series 2025 Bond Order for the benefit of the Owners of the Series 2025 Bonds.

Section 5.02. Deposits to Bond Fund Subaccounts. Moneys shall be deposited to the credit of the Series 2025 Subaccount of the Interest Account and the Series 2025 Subaccount of the Principal Account at the times and in the amounts required by Section 5.03 and Sections 602 and 603 of the Bond Order.

Section 5.03. Funds Received. The Issuer shall deposit, or cause to be deposited, with the Trustee, the following amounts, for application in the following order, subject to credits as hereinafter provided:

- (a) into the Series 2025 Subaccount of the Interest Account on the 25th day of the month immediately preceding each Interest Payment Date, the amount required to pay the interest due on the Series 2025 Bonds on such Interest Payment Date, less any amount deposited in the Series 2025 Subaccount of the Interest Account derived from proceeds of the Series 2025 Bonds that are to be applied to pay interest on the Series 2025 Bonds on such Interest Payment Date; and
- (b) into the Series 2025 Subaccount of the Principal Account, on the 25th day of the month immediately preceding each March 1, the amount required to pay the principal of all Serial Bonds coming due on such March 1 or the amount required to retire the Term Bonds to be called by mandatory sinking fund redemption or to be paid at maturity on such March 1 in accordance with the Sinking Fund Requirements therefor.

To the extent that investment earnings are credited to the Series 2025 Subaccount of the Interest Account or the Series 2025 Subaccount of the Principal Account or amounts are credited thereto as a result of the application of the proceeds of the Series 2025 Bonds, a transfer of investment earnings on any other fund or account held by the Trustee, a transfer of amounts in the Series 2025 Project Account or otherwise, required deposits to such subaccounts shall be reduced by the amount so credited.

Section 5.04. Application of Money in the Series 2025 Subaccount of the Interest Account. Not later than 10:00 A.M. on each Interest Payment Date or date for the payment of defaulted interest or date upon which Series 2025 Bonds are to be redeemed, the Trustee shall withdraw from the Series 2025 Subaccount of the Interest Account and remit to each Owner the amount required for paying interest on such Series 2025 Bonds when due and payable.

In the event the balance in the Series 2025 Subaccount of the Interest Account on the 25th day of each February or August is insufficient for the payment of interest becoming due on the Bonds on the next ensuing Interest Payment Date, the Trustee shall notify the Issuer of the amount of such deficiency. Upon notification, the Issuer shall immediately transfer, or cause to be transferred, to the Trustee an amount sufficient to cure the same.

Section 5.05. Application of Money in the Series 2025 Subaccount of the Principal Account. Not later than 10:00 A.M. on each March 1, commencing in the year of the first principal payment on the Series 2025 Bonds, the Trustee shall withdraw from the Series 2025 Subaccount of the Principal Account and set aside the amount necessary to pay the principal of all Series 2025 Bonds due on such March 1.

In the event the balance in the Series 2025 Subaccount of the Principal Account on the fifth Business Day next preceding any principal payment date is insufficient to pay principal becoming due on such principal payment date, the Trustee shall notify the Issuer of the amount of the deficiency. Upon notification, the Issuer shall immediately transfer, or cause to be transferred, to the Trustee an amount sufficient to cure the same.

Section 5.06. Security for the Series 2025 Bonds. In addition to the security for the Series 2025 Bonds granted by the Issuer pursuant to the Bond Order, the Issuer hereby grants to the Owners of the Series 2025 Bonds and to the Trustee, on behalf of such Owners, a pledge of the money and securities in any and all of the accounts and subaccounts established under this Series 2025 Bond Order.

Section 5.07. Tax Covenant. The Issuer covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2025 Bonds which was excludable from the gross income of their Owners for federal income taxes on the date of their issuance shall continue to be so excludable.

ARTICLE VI

INVESTMENTS

Section 6.01. Investment of Money. All money held by the Trustee in any account or subaccount created by this Series 2025 Bond Order shall be invested in accordance with the provisions of Section 701 of the Bond Order. Although the Issuer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer agrees that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered or made available by the Trustee.

ARTICLE VII

DEFAULTS

Section 7.01. Defaults. All Defaults set forth in Section 901 of the Bond Order shall be Defaults under this Series 2025 Bond Order.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Acceptance of Duties by Trustee. The Trustee shall signify its acceptance of the duties and obligations and the trusts imposed upon it by this Series 2025 Bond Order by execution of the Certificate of Authentication on the Series 2025 Bonds.

ARTICLE IX

SUPPLEMENTAL BOND ORDERS

Section 9.01. Procedure for Adoption of Supplemental Bond Orders. The Issuer may, from time to time and at any time, adopt such orders amending and supplementing the provisions of this Series 2025 Bond Order in the same manner is provided in Sections 1101 and 1102 of the Bond Order for the adoption of supplemental bond orders, and the provisions of said Sections 1101 and 1102 are hereby incorporated herein and made applicable hereto in the same manner as if herein set forth; provided, however, that to the extent any amendment or supplement to this Series 2025 Bond Order relates solely to the Series 2025 Bonds, and affects only the Owners of the Series 2025 Bonds, the provisions of Section 1102 of the Bond Order requiring the consent of the Owners of all Outstanding Bonds shall be read as referring only the Owners of the Outstanding Series 2025 Bonds.

ARTICLE X

CONTINUING DISCLOSURE

Section 10.01. Continuing Disclosure. The Issuer and the Commission hereby undertake, for the benefit of the beneficial owners of the Series 2025 Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

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

(b) by not later than seven months from the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2025, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the following headings in the Official Statement, to be dated as of the date of delivery thereof, relating to the Series 2025 Bonds (the “Official Statement”), to the extent that such items are not included in the financial statements referred to in (a) above:

- (1) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Electric System – Electric System Requirements and – Electric System Customers and Sales” (tables and largest customer information therein);
- (2) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Electric System – Electric Rates and Bills” (rate tables therein);
- (3) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Water System – Water System Requirements and – Water System Customers and Sales” (tables and largest customer information therein);
- (4) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Water System – Water Rates” (rate tables therein);
- (5) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Wastewater System – Wastewater System Requirements and – Wastewater Customers and Sales” (tables and largest customer information therein);
- (6) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – The Wastewater System – Wastewater Rates” (rate tables therein); and
- (7) “THE FAYETTEVILLE PUBLIC WORKS COMMISSION – Historic Operating Results” (excluding management’s discussion);

(c) in a timely manner not in excess of ten business day after the occurrence of the event, notice of any of the following events with respect to the Series 2025 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025 Bonds or other material events affecting the tax status of the Series 2025 Bonds;
- (7) modification to the rights of the beneficial owners of the Series 2025 Bonds, if material;
- (8) bond calls, other than calls for mandatory sinking fund redemption, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of any property securing repayment of the Series 2025 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or the Commission;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the Commission or the sale of all or substantially all of the assets of the Issuer or the Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional Trustee or the change of name of the Trustee, if material;
- (15) incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other

similar terms of a financial obligation of the Obligated Person, any of which affect security holders, if material; or

- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties and

(d) in a timely manner, notice of a failure of the Issuer or the Commission to provide required annual financial information described in (a) or (b) above on or before the date specified.

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

The Issuer and the Commission may also discharge the undertaking described above by transmitting such information in any other manner subsequently authorized or required by the U.S. Securities and Exchange Commission in lieu of the manner described above.

If the Issuer or the Commission fails to comply with the undertaking described above, the Trustee, upon the written direction of the beneficial owners of a majority of the Series 2025 Bonds then outstanding and the receipt of indemnity satisfactory to the Trustee, or any beneficial owner of the Series 2025 Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be a Default under the Bond Order or this Series 2025 Bond Order and shall not result in any acceleration of the Series 2025 Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Series 2025 Bonds.

The Issuer and the Commission reserve the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Issuer and the Commission, provided that:

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

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

(c) any such modification does not materially impair the interests of the Owners of the Series 2025 Bonds, as determined by the Trustee or bond counsel to the Issuer and the Commission, or by approving vote of the Owners of a majority in principal amount of the Series 2025 Bonds then Outstanding pursuant to the terms of the Bond Order and this Series 2025 Bond Order at the time of the amendment.

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

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Series 2025 Bonds.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01. Trustee, Issuer, Commission and Owners Alone Have Rights Under Series 2025 Bond Order. Except, as herein otherwise expressly provided, nothing in this Series 2025 Bond Order, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Trustee, the Issuer, the Commission and the Owners, any right, remedy or claim, legal or equitable, under or by reason of this Series 2025 Bond Order or any provision hereof, this Series 2025 Bond Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Trustee, the Issuer, the Commission and the Owners.

Section 11.02. Effect of Partial Invalidity. In case any one or more of the provisions of this Series 2025 Bond Order or the Series 2025 Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series 2025 Bond Order or the Series 2025 Bonds, but this Series 2025 Bond Order and the Series 2025 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Series 2025 Bonds or this Series 2025 Bond Order shall for any reason be held to be in violation of any law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the fullest extent permitted by law.

Section 11.03. Effect of Covenants. All covenants, stipulations, obligations and agreements of the Issuer contained in this Series 2025 Bond Order shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the fullest extent permitted by the Constitution and laws of the State. This Series 2025 Bond Order is adopted with the intent that the laws of the State shall govern its construction.

Section 11.04. Dealing in Bonds. The Trustee and its directors, officers, employees or agents, and any officer, employee or agent of the Issuer or the Commission, may in good faith, buy, sell, own, hold and deal in any Series 2025 Bonds issued under the provisions of this Series 2025 Bond Order and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a Trustee or as if such officer, employee or agent of the Issuer or the Commission did not serve in such capacity.

Section 11.05. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series 2025 Bond Order, nor shall they affect its meaning, construction or effect.

Section 11.06. Further Authority. The officers, attorneys, engineers and other agents or employees of the Issuer and the Commission, their attorneys, officers, agents and employees, are hereby authorized to do all acts and things required of them by this Series 2025 Bond Order for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2025 Bonds and this Series 2025 Bond Order.

Section 11.07. Approval of Competitive Sale of Series 2025 Bonds by LGC; Approval of Preliminary Official Statement and Official Statement and Authorization to Execute and Deliver Official Statement and Other Documents.

(a) All actions of the Mayor, the City Manager and the Chief Financial Officer in applying to the LGC to advertise and sell the Series 2025 Bonds are hereby approved, ratified and confirmed, and the LGC is hereby requested to ask for sealed bids for the Series 2025 Bonds by publishing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Series 2025 Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

(b) The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Series 2025 Bonds by the LGC, is hereby approved, and the Mayor, the City Manager and the Chief Financial Officer are each hereby authorized to execute and deliver such Final Official Statement for and on the behalf of the Issuer, and such execution shall be conclusive evidence of the approval of the Issuer of the Final Official Statement.

(c) The officers and employees of the Issuer are authorized and directed (without limitation, except as may be expressly set forth herein and in the Bond Order) to take such action and to execute and deliver such documents, certificates, undertakings and agreements or other instruments as any of them, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this Series 2025 Bond Order and the Official Statement.

Section 11.08. Refunding and Redemption of Prior Bonds.

(a) The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, is hereby appointed as the initial Escrow Agent in connection with the refunding of the Refunded Bonds pursuant to the Escrow Deposit Agreement, subject to the right of the Issuer to appoint another Escrow Agent as provided in the Escrow Deposit Agreement. Bingham Arbitrage Rebate Services, Inc. is hereby appointed to serve as the verification agent, if required, in connection with such refunding.

(b) The Prior Bonds to be refunded by the Series 2025 Bonds shall be set forth in the Series Certificate and the Escrow Deposit Agreement.

(c) In connection with the issuance of the Series 2025B Bonds, the City Council hereby directs that the Refunded Bonds shall be called for optional redemption on or after March 1, 2026, in the manner set forth in the Prior Bonds, the Bond Order and the Escrow Deposit Agreement. The Escrow Agent is hereby authorized and directed to cause notices of such refunding and redemption to be provided in the manner set forth in the Bond Order and the Escrow Deposit Agreement.

Section 11.09. Trustee Notice Address. The notice address of the Trustee for the Series 2025 Bonds shall be as follows, which such address may be changed from time to time by written notice to the Issuer from the Trustee:

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attn: Corporate Trust

Section 11.10. Series 2025 Bond Order Effective. This Series 2025 Bond Order shall take effect immediately upon its adoption; provided, however, that the provisions of Section 11.08 shall only become effective upon the issuance of the Series 2025 Bonds.

DESCRIPTION OF SERIES 2025 PROJECT

The Series 2025 Project consists of the acquisition, construction and equipping of various improvements to the electric, water and sanitary sewer facilities of the Issuer and the Commission, including, without limitation, the following:

- (a) any extension of water and sanitary sewer mains and lines to various annexed areas of the Issuer;
- (b) extension, rehabilitation and replacement of water and sanitary sewer mains and lines;
- (c) improvements and upgrades to sanitary sewer collection and treatment facilities;
- (d) improvements and upgrades to the water distribution and treatment facilities; and
- (e) construction, extension, and replacement of and improvements and upgrades to the electric system facilities.

[Form of Series 2025 Bonds]

United States of America
 State of North Carolina
 County of Cumberland

CITY OF FAYETTEVILLE
 PUBLIC WORKS COMMISSION REVENUE BOND
 SERIES 2025

No. R-__ \$ _____

INTEREST RATE

MATURITY DATE

CUSIP

%

March 1, ____

The City of Fayetteville, North Carolina (the “Issuer”), a municipal corporation, for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to CEDE & CO., or registered assigns or legal representative, on the maturity date set forth above (or earlier as hereinafter referred to), upon the presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), the principal sum set forth above. The Issuer also promises to pay, but solely from said sources, interest on this bond (calculated on the basis of a 360-day year consisting of twelve 30-day months) from the interest payment date next preceding the date on which it is authenticated, unless it is authenticated on an interest payment date, in which event it shall bear interest from such interest payment date, or it is authenticated prior to March 1, 2026, in which event it shall bear interest from its date, payable on March 1 and September 1 of each year, beginning March 1, 2026, at the rate per annum set forth above until the principal sum hereof is paid. The interest so payable and punctually paid or duly provided for on any interest payment date will be paid to the person in whose name this bond is registered at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to the registered owners not less than ten (10) days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Series 2025 Bonds (hereinafter defined) may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Bond Order (hereinafter defined). Such payment of interest shall be made by check mailed by the Trustee to the registered owner at his address as it appears on the bond registration books maintained by the Trustee, or, in the case of a registered owner of at least \$1,000,000 in aggregate principal amount of the Series 2025 Bonds, by bank wire transfer to a bank account maintained by such registered owner in the United States of America and designated in written instructions to the Trustee, or in such other manner as may be

permitted by the Bond Order. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This bond is one of a duly authorized series of revenue bonds of the Issuer designated “Public Works Commission Revenue Bonds, Series 2025” (the “Series 2025 Bonds”), issued pursuant to The State and Local Government Revenue Bond Act, as amended, a Bond Order duly adopted by the City Council of the Issuer on November 5, 1990, as supplemented and amended (the “Original Bond Order”), and a Bond Order duly adopted by the City Council of the Issuer on September 22, 2025 (the “Series 2025 Bond Order” and, together with the Original Bond Order, the “Bond Order”) for the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Series 2025 Project (as defined in the Series 2025 Bond Order) and (b) pay certain fees and expenses incurred in connection with the sale and issuance of the Series 2025 Bonds.

The Series 2025 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Series 2025 Bond Order. One bond certificate with respect to each date on which the Series 2025 Bonds are stated to mature, in the aggregate principal amount of the Series 2025 Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), is being issued and required to be deposited with DTC (or its designee) and immobilized in its custody. The book-entry system will evidence ownership of the Series 2025 Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to beneficial owners of the Series 2025 Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer or the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. While Cede & Co. is the registered owner of this bond, notwithstanding the provisions hereinabove contained, payments of principal of and interest on this bond shall be made in accordance with the existing arrangements among the Issuer, the Trustee and DTC.

This bond is a limited obligation of the Issuer and is secured *pari passu* with the Issuer’s outstanding Bonds and any Additional Bonds (both as defined in the Bond Order) by a pledge of, and the principal of, the premium, if any, and interest on this Series 2025 Bond are payable solely from, the Net Revenues. This bond is also secured by the money and securities in the funds and accounts held by the Trustee under the Series 2025 Bond Order and the income from the investment thereof. Except as hereinabove described, this bond is not secured by a lien on any property or assets of the Issuer or the Fayetteville Public Works Commission, and this bond does not constitute a debt of the Issuer for which the faith and credit and taxing power of the Issuer are pledged, and the issuance of this Series 2025 Bond will not directly or indirectly or contingently obligate the Issuer to levy any tax or pledge any form of taxation for the payment hereof.

Reference is made to the Bond Order for a more complete statement of the provisions thereof and of the rights of the Issuer, the Trustee and the registered owners of the Series 2025

Bonds. Copies of the Bond Order will be available for inspection by any registered owner of the Bonds at all reasonable times at the designated corporate trust office of the Trustee. By the purchase and acceptance of this bond, the registered owner hereof signifies assent to all of the provisions of the Bond Order. All capitalized words and terms used herein and not otherwise defined have the meanings given such words and terms in the Bond Order.

This bond is issued and the Bond Order was adopted under and pursuant to the Constitution and laws of the State of North Carolina, in particular The State and Local Government Revenue Bond Act, being Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

The Original Bond Order provides for the creation of a special fund designated “City of Fayetteville, North Carolina PWC Revenue Bonds, Bond Fund” (the “Bond Fund”). Pursuant to the Series 2025 Bond Order, special subaccounts have been created within the various accounts of the Bond Fund with respect to the Series 2025 Bonds (the “Subaccounts”), which Subaccounts are pledged and charged with the payment of the principal of and the interest on the Series 2025 Bonds. The Series 2025 Bond Order provides for the deposit of Net Revenues to the credit of the Subaccounts to the extent and in the manner provided in the Bond Order.

The City has heretofore issued under the Bond Order several series of Bonds. The Bond Order provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of Additional Bonds secured pari passu with the Issuer’s outstanding Bonds and the Series 2025 Bonds as to the pledge of Net Revenues in the manner provided in the Bond Order.

The Series 2025 Bonds are issuable in fully registered form in denominations of \$5,000 or any integral multiple thereof. This bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Order, and upon surrender and cancellation of this bond. Upon such transfer, a new Series 2025 Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate will be issued to the transferee in exchange therefor.

[The Series 2025 Bonds maturing prior to March 1, 20__ are not subject to redemption prior to their maturity. The Series 2025 Bonds maturing on or after March 1, 20__ are subject to redemption prior to their respective maturities, at the option of the Issuer, from any moneys that may be available for such purpose, either in whole or in part on any date on or after March 1, 20__, at a redemption price equal to 100% of the principal amount of Series 2025 Bonds to be redeemed, plus accrued interest to the redemption date.]

[The Term Bonds (as defined in the Series 2025 Bond Order) maturing on March 1, 20__ are subject to mandatory redemption in part beginning on March 1, 20__ and on each March 1 thereafter until the maturity thereof, in the amounts set forth in the Series 2025 Bond Order as the Sinking Fund Requirements therefor, at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed, plus accrued interest to the redemption date.]

At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any Series 2025 Bonds to be redeemed, whether such redemption is in whole or in part, the Trustee shall cause a notice of any such redemption signed by the Trustee to be mailed, first class, postage prepaid, to all registered owners of Series 2025 Bonds to be redeemed in whole or in part, provided that failure to mail any such notice to any registered owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2025 Bonds of any other registered owner to whom such notice is properly given.

On the date designated for redemption, notice having been given as aforesaid, the Series 2025 Bonds or portions thereof so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2025 Bonds or such portions thereof on such date plus accrued interest to such date.

If less than all of the Series 2025 Bonds are to be called for redemption, the Series 2025 Bonds to be so redeemed shall be called for redemption in the manner that the Issuer shall determine as set forth in an Officer's Certificate filed with the Trustee. If less than all the Series 2025 Bonds of any one maturity are called for redemption, the Trustee shall select the Series 2025 Bonds to be redeemed by lot, each \$5,000 portion of principal being counted as one Series 2025 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2025 Bonds is Cede & Co., such selection shall be made by DTC.

Any notice of redemption[, except a notice of redemption in respect of a Sinking Fund Requirement,] may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Series 2025 Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such Series 2025 Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The registered owner of this bond shall have no right to enforce the provisions of the Bond Order, or to institute action to enforce the covenants therein, or to take any action with respect to any default under the Bond Order, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Order.

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Bond Order, the principal of all Bonds, including the Series 2025 Bonds, then outstanding under the Bond Order may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or amendments to the Bond Order or any order supplemental thereto may be made only to the extent and in the circumstances permitted by the Bond Order.

This bond, notwithstanding the provisions for registration and transfer stated herein and contained in the Bond Order, at all times shall be and shall be understood to be an investment

security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina.

This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Series 2025 Bond and the adoption of the Original Bond Order and the Series 2025 Bond Order have happened, exist and have been performed as so required.

Neither the members of the City Council of the Issuer or its officers or employees nor any member, officer or employee of the Fayetteville Public Works Commission is liable personally hereon or subject to any personal liability or accountability by reason of the issuance or execution hereof.

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

IN WITNESS WHEREOF, the City of Fayetteville, North Carolina, by resolution duly passed by its City Council, has caused this bond to be manually signed by the Mayor and the City Clerk and its corporate seal to be impressed hereon, all as of the ___ day of November, 2025.

Mayor

[SEAL]

City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act.

Jennifer Wimmer, Deputy Secretary
Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Bond Order.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within bond and all right thereunder, and hereby irrevocably constitutes and appoints _____

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

Dated: _____

In the presence of:

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

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

REQUISITION NO. _____

REQUISITION

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention: Corporate Trust

Re: Disbursement from the Series 2025 Project Account pursuant to Series 2025 Bond Order adopted on September 22, 2025 (the "Bond Order") by the City Council of the City of Fayetteville, North Carolina (the "Issuer")

1. The Issuer hereby requests payment in the amount of \$_____ to be paid to _____ [by wire transfer][by check]. Delivery instructions are as follows:

2. The purpose for which the obligation to be paid was incurred was for _____
Said costs constitutes an eligible cost of the Series 2025 Project within the meaning of the Bond Order.

3. The obligation set forth above has been incurred by the Issuer, is presently due and payable, and is a proper charge against the Series 2025 Project Account that has not been paid.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right of any such person to receive payment of, the amount stated in this Requisition has been filed or attached.

[If any contractors or other construction lien has been imposed with respect to the Series 2025 Project or the proceeds of the Series 2025 Bonds paragraph 4 should be revised to describe the lien and certify that same either has been or will be satisfied or discharged or that provisions have been made (which should be specified) to protect adequately the Trustee and the Owners of the Series 2025 Bonds from incurring any loss as a result of the same.]

5. This Requisition does not contain any item representing payment on account of any retainage to which the Issuer is entitled as of the date of this Requisition.

Very truly yours,

Commission Representative



City of Fayetteville

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

City Council Action Memo

File Number: 25-4937

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A14

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: September 22, 2025

RE:
PWC - Approve Sole Source Recommendation - 24" Cla-Val Pump Control Valve

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
The Sole Source Recommendation is to purchase and install one (1) 24-inch Cla-Val pump control valve manufactured by Cla-Val and distributed by Charles R. Underwood, Inc. in the amount of \$136,253.00

Background:
The Fayetteville Public Works Commission, during the meeting on September 10, 2025, approved the sole source request to purchase and install one (1) 24-inch Cla-Val pump valve manufactured by Cla-Val and distributed by Charles R. Underwood, Inc. in the amount of \$136,253.00, and forward to City Council for approval.

North Carolina law allows an exception from the competitive bidding requirements for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration." NC General Statute §143-129(e)(6).

Cla-Val is the manufacturer and Charles R. Underwood is the distributor of the required equipment in North Carolina

Issues/Analysis:
N/A

Budget Impact:
Budgeted in account string: 002.0630.0802.2600366-01.323000

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends that City Council approve the sole source recommendation to purchase and install one (1) 24-inch Cla-Val pump control valve manufactured by Cal-Val and distributed by Charles R. Underwood in the amount of \$136,253.00, and authorize the CEO and General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:

Sole Source Recommendation - 24-inch Cla-Val Pump Control Valve

**FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE REQUEST**

TO: Timothy L. Bryant, CEO/General Manager

DATE: August 25, 2025

FROM: Jason Green, Water Treatment Facilities Manager

.....

Re: Approval of a Sole Source Purchase – 24” Cla-Val Pump Control Valve for Raw Water Pump #4 at the P.O. Hoffer Water Treatment Plant.

North Carolina General Statute §143-129(e)(6) allows an exception from competitive bidding requirements when performance or price competition is not available, when a needed product is available from only one source of supply, or when standardization or compatibility is the overriding consideration. The Water Resources Department is requesting approval under the standardization and compatibility provision.

This request is specifically for the purchase and installation of one 24-inch Cla-Val pump control valve for Raw Water Pump #4 at the P.O. Hoffer Water Treatment Plant. The proposed equipment includes stainless steel trim, an EPDM diaphragm and disc, epoxy coating inside and out, speed control and flow reversal features, two solenoid valves, a Victaulic by flange with tap, and a fabricated pipe support. The total cost of this purchase and installation, as quoted by Charles R. Underwood, Inc., is \$136,253.00.

Cla-Val, the manufacturer, has provided written confirmation that Charles R. Underwood, Inc. is the exclusive distributor of its products in North Carolina. Both the Procurement Department and the Water/Wastewater Facilities Department have reviewed this request and recommend approval.

The justification for sole source approval is based on the longstanding standardization of Cla-Val equipment at the P.O. Hoffer Water Treatment Plant and across PWC facilities. Fourteen of the seventeen High Service Pump control valves currently in service have been upgraded to Cla-Val, representing 82 percent of the total. PWC has been implementing Cla-Val products for more than 12 years and has established consistent operating, maintenance, and training practices around this equipment.

Cla-Val control valves have proven to be dependable in allowing High Service pumps to come on and offline without creating water hammer or sudden changes in system pressure. Maintaining this standard reduces staff training requirements, minimizes the need to stock multiple types of replacement parts, and lowers overall operating and maintenance costs. For these reasons, standardization and compatibility are considered the overriding considerations under the statute.

PWC Staff recommend that the Commission approve the sole source purchase and installation of one 24-inch Cla-Val pump control valve for Raw Water Pump #4 at the P.O. Hoffer Water Treatment Plant from Charles R. Underwood, Inc., the exclusive authorized distributor in North Carolina, in the amount of \$136,253.00.

**FAYETTEVILLE PUBLIC WORKS COMMISSION
SOLE SOURCE REQUEST**

TO: Timothy L. Bryant, CEO/General Manager

DATE: August 20, 2025

FROM: Tracy Dowd, Water/Wastewater Facility Manager

.....

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

The sole source request is specifically to provide and install a (1) one new 24” Cla-Val pump control valve manufactured by Cla-Val and distributed by Charles R. Underwood, Inc. A quote for \$136,253.00 for the pump control valve, stainless steel trim, EDPM diaphragm, and disc, epoxy coated ID and OD, speed control, flow reversal, (2) solenoid valves, Victaulic x flange with tap, and fabricated pipe support for the Raw Water Pump # 4. The Procurement Department and Water/Wastewater Facility Department has knowledge of the products and market, and support this request based on the overriding consideration of standardization and compatibility with the equipment at the Water Resources Department located at the PO Hoffer Water Treatment Plant. It is in the best interest of PWC to standardize the equipment for the following reasons:

- Thirteen (13) of Seventeen (17) (76%) of our High Service Pump control valves have been converted to Cla-Val brand when the previous valves reached the end of their service life.
- The Cla-Val control valves provide the required means to bring our High Service water delivery pumps on and offline without injecting water hammer or significant changes in system pressure.
- PWC has been implementing the Cla-Val control valves into our pumping systems for approximately 12 years.
- Standardization decreases staff learning curves by maintaining the current equipment, maintenance, and operating standards.
- Standardization reduces operating and maintenance costs by reducing the inventory of replacement parts.

Cla-Val has provided email establishing that Charles R. Underwood is the exclusive supplier of the required equipment in North Carolina. The department has provided a letter to further justify this sole source request. Therefore, the Water Resources Department seeks approval to purchase and install new 24" Cla-Val pump control valve from Charles R. Underwood without the need for competitive bidding.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4938

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A15

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: September 22, 2025

RE:
PWC - Approve Bid Recommendation - Interior Structure and Fill Media Replacement

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bid was received for the construction of the Interior Structure and Fill Media Replacement. The lowest responsive and responsible bidder, in the best interest of PWC is Cryco, Inc., Greensboro, NC, for the total amount of \$724,093.00.

Background:
The Fayetteville Public Works Commission, during their meeting on September 10, 2025, approved the award for the Interior Structure and Fill Media Replacement to Cryco, Inc., Greensboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$724,093.00, and forward to City Council for approval.

Bid Date: August 20, 2025

<u>Conforming Bidder</u>	<u>Total Price</u>
Cryco, Inc., Greensboro, NC	\$724,093.00

Issues/Analysis:
The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 20, 2025. Bids were solicited from three (3) vendors, and one (1) bid was received. **MWDBE / SLS Participation** - Cyrco, Inc., Greensboro, NC, is not a small local or MWDBE business. Cyrco, Inc. plans to perform all aspects of this project.

Budget Impact:
The Interior Structure and Fill Media Replacement is budgeted in account string:

001.0170.0802.0000-00.311500.0000.CPR1000569

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council approve award for the construction of the Interior Structure and Fill Media Replacement to Cryco, Inc., Greensboro, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$724,093.00 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:

Attachments: Recommendation - Interior Structure and Fill Media Replacement

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Timothy Bryant, CEO/General Manager

DATE: August 29, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

.....

ACTION REQUESTED: Approve the construction award for the Interior Structure and Fill Media Replacement (PWC2526012).

BID/PROJECT NAME: Interior Structure and Fill Media Replacement.

BID DATE: August 20, 2025

DEPARTMENT: Butler Warner Generation Plant

BUDGET INFORMATION: 001.0170.0802.0000-00.311500.0000.CPR1000569

.....

CONFORMING BIDDERS

TOTAL PRICE

Cryco, Inc., Greensboro, NC

\$724,093.00

.....

AWARD RECOMMENDED TO: Cryco, Inc., Greensboro, NC

BASIS OF AWARDS: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 20, 2025. Bids were solicited from three (3) vendors and one (1) bid was received.

.....

ACTION BY COMMISSION

APPROVED _____ **REJECTED** _____

DATE _____

ACTION BY COUNCIL

APPROVED _____ **REJECTED** _____

DATE _____

**BID HISTORY
INTERIOR STRUCTURE AND
FILL MEDIA
REPLACEMENT
BID DATE: August 20, 2025**

Advertisement

1.	PWC Website	07/30/2025 through 8/20/2025
2.	Addendum 1	07/31/2025
3.	Addendum 2	08/04/2025
4.	Addendum 3	08/08/2025
5.	Addendum 4	08/14/2025

List of Prospective Bidders Notified of Bid

1. Cryco, Inc., Greensboro, NC
2. AmertechTowerServices, Tampa, FL
3. Cooling Tower Depot, Inc., Oldsmar, FL

**PWC Procurement Mailing List- Registered vendors via the PWC website and event 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



City of Fayetteville

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

City Council Action Memo

File Number: 25-4939

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A16

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: September 22, 2025

RE:
PWC - Approve Bid Recommendation - BABA Galvanized Steel Transmission Poles

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bid was received for the purchase of BABA Galvanized Steel Transmission Poles. The lowest responsive and responsible bidder, in the best interest of PWC is Wesco Distribution, Clayton, NC, for the total amount of \$2,846,722.50.

Background:
The Fayetteville Public Works Commission, during their meeting on September 10, 2025, approved the purchase award for the BABA Galvanized Steel Transmission Poles to Wesco Distribution, Clayton NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$2,846,722.50, and forward to City Council for approval.

Bid Date: August 19, 2025

<u>Conforming Bidders</u>	<u>Total Price</u>
Wesco Distribution, Clayton, NC	\$2,846,722.50
M.D. Henry Company, Inc., Pelham, AL	\$3,265,995.00
Belfort Capital LLC, Louisville, OH	\$3,400,080.00
Meyer Utility Structures, LLC, Dallas, TX	\$3,519,615.00
Southland Ind. Coatings/Grid Struc., Amite City, LA	\$3,730,110.00
Nucor Tower & Structures, Rock Hill, SC	\$3,831,109.80
Valmont Industries, Valley, NE	\$4,197,855.00

Non-Conforming Bidder

Cecil Energy Structures, Birmingham, MI

Issues/Analysis:

The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 19, 2025. Bids were solicited from thirteen (13) vendors, and eight (8) bids were received.

The PWC Warehouse and Electric Systems Engineering Departments request the rejection of the bid submitted by Cecil Energy Structures, as it was non-conforming to PWC's bid submission requirements.

MWDBE / SLS Participation - Wesco Distribution, Clayton, NC, is not a small local or MWDBE business. Wesco Distribution - Utility plans to self-perform all aspects of this project

Budget Impact:

Warehouse Inventory

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council approve purchase award for the BABA Galvanized Steel Transmission Poles to Wesco Distribution, Clayton NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$2,846,722.50, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase

Attachments:

Recommendation - BABA Galvanized Steel Transmission Poles

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Timothy L. Bryant, CEO/General Manager

DATE: August 28, 2025

FROM: Candice Kirtz, Director of Supply Chain

.....
ACTION REQUESTED: Approve the purchase award for the BABA Galvanized Steel Transmission Poles (PWC2526006).

BID/PROJECT NAME: BABA Galvanized Steel Transmission Poles

BID DATE: August 19, 2025

DEPARTMENT: Warehouse

BUDGET INFORMATION: Warehouse Inventory

.....
CONFORMING BIDDERS

	TOTAL PRICE
Wesco Distribution, Clayton, NC	\$2,846,722.50
M.D. Henry Company, Inc., Pelham, AL	\$3,265,995.00
Belfort Capital LLC, Louisville, OH	\$3,400,080.00
Meyer Utility Structures, LLC, Dallas, TX	\$3,519,615.00
Southland Industrial Coatings/Grid Structures, Amite City, LA	\$3,730,110.00
Nucor Tower & Structures, Rock Hill, SC	\$3,831,109.80
Valmont Industries, Valley, NE	\$4,197,855.00

NON-CONFORMING BIDDERS

Cecil Energy Structures, Birmingham, MI

.....
AWARD RECOMMENDED TO: Wesco Distribution, Clayton, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on July 30, 2025, with a bid opening date of August 19, 2025. Bids were solicited from thirteen (13) vendors, and eight (8) bids were received.

The PWC Warehouse and Electric Systems Engineering Departments request the rejection of the bid submitted by Cecil Energy Structures, as it was non-conforming to PWC's bid submission requirements.

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

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

BID HISTORY
BABA GALVANIZED STEEL
TRANSMISSION POLE
CONTRACT
BID DATE: August 19, 2025

Advertisement

- | | | |
|----|-------------|-------------------------------|
| 1. | PWC Website | 07/30/2025 through 08/19/2025 |
| 2. | Addendum 1 | 08/07/25 |

List of Prospective Bidders Notified of Bid

1. Preferred Sales Agency, LTD, Kannapolis, NC
2. Valmont Industries, Valley, NE
3. Border States Electric, Greenville, SC
4. Stuart Irby, Johnson City, TN
5. Wesco Distribution, Clayton, NC
6. TransAmerican Power Products, Inc, Houston, TX
7. Sabre Industries, Alvarado, TX
8. Belfort Capital LLC, Louisville, OH
9. Southland Industrial Coatings/Grid Structures, Amite City, LA
10. Utility Service Agency Inc, Wake Forest, NC
11. Lekson Association Inc, Raleigh, NC
12. Meyer Utility Structures, LLC, Dallas, TX
13. M.D. Henry Co., Inc., Pelham, AL

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

Small Business Administration Programs:

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

Local Business and Community Programs

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

State Business and Community Programs

NC Institute of Minority Economic Development (The Institute) Durham, NC
NAACP, State Branch Raleigh, NC

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

Media

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

MWDBE / SLS Participation

Wesco Distribution, Clayton, NC, is not a small local or MWDBE business. Wesco Distribution - Utility plans to self-perform all aspects of this project.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4940

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A17

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: September 22, 2025

RE:
PWC - Approve Bid Recommendation - Construction of Grays Creek Water Main Extension

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

High Quality Built Environment

Executive Summary:

Bid was received for the construction of the Grays Creek Water Main Extension. The lowest responsive and responsible bidder, in the best interest of PWC is T.A. Loving Company, Goldsboro, NC, for the total amount of \$7,500,304.55.

Background:

The Fayetteville Public Works Commission, during their meeting on September 10, 2025, approved the award for the construction of the Grays Creek Water Main to T. A. Loving Company, Goldsboro, NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$7,500,304.55, and forward to City Council for approval.

Bid Date: August 26, 2025

<u>Conforming Bidders</u>	<u>Total Price</u>
T.A. Loving Company, Goldsboro, NC	\$7,500,304.55
JYMCO Construction Company, Inc., Smithfield, NC	\$9,102,101.34
Mainlining America, LLC, Livingston, NJ	\$9,478,264.00

Non-Conforming Bidder

Vortex Civil Infrastructure, LLC, Durham, NC

Issues/Analysis:

The bid notice was advertised through our usual channels on August 4, 2025, with a bid opening date of August 26, 2025. Bids were solicited from four (4) vendors, and four (4) bids were received. The PWC Procurement Department requests the rejection of the bid submitted by Vortex Civil Infrastructure, LLC, as it was non-conforming to PWC's bid submission requirements. **MWDBE / SLS Participation** - T.A. Loving Company, Goldsboro, NC, is not a small local or MWDBE business. T.A. Loving Company plans to subcontract less than 1% of this project to MWDBEs

Budget Impact:

The Grays Creek Water Main Extension is budgeted in account string:
218.0000.0435.2500632.07.700030..CPR1000554

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council approve award for the construction of the Grays Creek Water Main to T. A. Loving Company, Goldsboro, NC, the lowest responsive and responsible bidder and in the best interest of PWC, in the total amount of \$7,500,304.55, and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:

Recommendation - Construction of Grays Creek Water Main Extension

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Timothy L. Bryant, CEO/General Manager

DATE: August 28, 2025

FROM: Candice Kirtz, Director of Supply Chain

.....
ACTION REQUESTED: Approve the construction award for the Grays Creek Water Main Extension (PWC2425071).

BID/PROJECT NAME: Grays Creek Water Main Extension

BID DATE: August 26, 2025

DEPARTMENT: Water Resources Engineering

BUDGET INFORMATION: 218.0000.0435.2500632.07.700030..CPR1000554

.....
CONFORMING BIDDER

T.A. Loving Company, Goldsboro, NC
JYMCO Construction Company, Inc., Smithfield, NC
Mainlining America, LLC, Livingston, NJ

TOTAL PRICE

\$7,500,304.55
\$9,102,101.34
\$9,478,264.00

NON-CONFORMING BIDDER

Vortex Civil Infrastructure, LLC, Durham, NC

.....
AWARD RECOMMENDED TO: T.A. Loving Company, Goldsboro, NC

BASIS OF AWARD: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our usual channels on August 4, 2025, with a bid opening date of August 26, 2025. Bids were solicited from four (4) vendors, and four (4) bids were received. The PWC Procurement Department requests the rejection of the bid submitted by Vortex Civil Infrastructure, LLC, as it was non-conforming to PWC's bid submission requirements.

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

ACTION BY COUNCIL
APPROVED _____ REJECTED _____
DATE _____

BID HISTORY
GRAYS CREEK WATER
MAIN EXTENSION
BID DATE: August 26, 2025

Advertisement

- | | | |
|----|-------------|------------------------------|
| 1. | PWC Website | 08/4/2025 through 08/26/2025 |
| 2. | Addendum 1 | 08/19/2025 |

List of Prospective Bidders Notified of Bid

1. T.A. Loving Company, Goldsboro, NC
2. JYMCO Construction Company, Inc., Smithfield, NC
3. Mainlining America, LLC, Livingston, NJ
4. Vortex Civil Infrastructure, LLC, Durham, NC

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

Small Business Administration Programs:

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

Local Business and Community Programs

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

State Business and Community Programs

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

Media

Fayetteville Observer
WIDU, AM1600
IBronco Radio at FSU

Fayetteville Press News
Up & Coming Weekly
Bladen Journal
Greater Fayetteville Business Journal

MWDBE / SLS Participation

T.A. Loving Company, Goldsboro, NC, is not a small local or MWDBE business. T.A. Loving Company plans to subcontract less than 1% of this project to MWDBEs.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4941

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.0A18

TO: Mayor and Members of City Council

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

FROM: Fayetteville Public Works Commission

DATE: September 22, 2025

RE:
PWC - Approve Bid Recommendation - Omni Water Meter Chambers, Sizes 1.5"-8"

COUNCIL DISTRICT(S):
All

Relationship To Strategic Plan:
High Quality Built Environment

Executive Summary:
Bid was received for the purchase of Omni Water Meter Chambers, Sizes 1.5"-8". The lowest responsive and responsible bidder, in the best interest of PWC is Ferguson Waterworks, LLC, Greenville, NC, for the total amount of \$507,134.09.

Background:
The Fayetteville Public Works Commission, during their meeting on September 10, 2025, approved the award for the purchase of t Omni Water Meter Chambers, Sizes 1.5"-8" to Ferguson Waterworks, LLC, Greenville, NC, the lowest responsive and responsible bidder, in the best interest of PWC, in the total amount of \$507,134.09.

Bid Date: August 19, 2025

<u>Conforming Bidder</u>	<u>Total Price</u>
Ferguson Waterworks LLC, Greenville, NC	\$507,134.09

Issues/Analysis:
The bid notice was advertised through our normal channels on August 4, 2025, with a bid opening date of August 19, 2025. Bids were solicited from four (4) vendors, and one (1) bid was received. **MWDBE / SLS Participation** - Ferguson Waterworks, LLC, Greenville, NC, is not a small local or MWDBE business. Ferguson Waterworks, LLC plans to perform all aspects of this project.

Budget Impact:

Warehouse Inventory

Options:

N/A

Recommended Action:

The Fayetteville Public Works Commission recommends the City Council approve award for purchase of Omni Water Meter Chambers, Sizes 1.5" - 8" to Ferguson Waterworks, LLC, Greenville, NC, the lowest responsive, responsible bidder and in the best interests of PWC in the total amount of \$507,134.09 and authorize the CEO/General Manager of the Fayetteville Public Works Commission to execute for that purpose the contract for its purchase.

Attachments:

Recommendation - Purchase of Omni Water Meter Chambers, Size 1.5"-8"

**PUBLIC WORKS COMMISSION
ACTION REQUEST FORM**

TO: Timothy Bryant, CEO/General Manager

DATE: August 27, 2025

FROM: Candice S. Kirtz, Director of Supply Chain

.....
ACTION REQUESTED: Approve award for the purchase of Omni Water Meter Chambers, Sizes 1.5”–8” (PWC2425011).

BID/PROJECT NAME: Omni Water Meter Chamber, Sizes 1.5” -8”

BID DATE: August 19, 2025

DEPARTMENT: Warehouse

BUDGET INFORMATION: Warehouse Inventory

.....
CONFORMING BIDDERS
Ferguson Waterworks, LLC, Greenville, NC

TOTAL PRICE
\$507,134.09

.....
AWARD RECOMMENDED TO: Ferguson Waterworks, LLC, Greenville, NC

BASIS OF AWARDS: Lowest responsive, responsible bidder

COMMENTS: The bid notice was advertised through our normal channels on August 4, 2025, with a bid opening date of August 19, 2025. Bids were solicited from four (4) vendors, and one (1) was received.

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

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

BID HISTORY
OMNI WATER METER
CHAMBERS, SIZES 1.5"-8"
BID DATE: August 19, 2025

Advertisement

1. PWC Website 08/04/2024 through 08/19/2025

List of Prospective Bidders Notified of Bid

1. Heritage Water Systems, Greensboro, NC
2. Ferguson Waterwork, Greenville, NC
3. ABC Plumbing Company, Fayetteville, NC
4. Xylem Water Solutions & Water Technology, Washington, D.C.

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

Small Business Administration Programs:

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

Local Business and Community Programs

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

State Business and Community Programs

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

Media

Fayetteville Observer

WIDU, AM1600

IBronco Radio at FSU

Fayetteville Press News

Up & Coming Weekly

Bladen Journal

Greater Fayetteville Business Journal

MWDBE / SLS Participation

Ferguson Waterworks, LLC, Greenville, NC, is not a small local or MWDBE business. Ferguson Waterworks, LLC, plans to self-perform all aspects of this project.



City of Fayetteville

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

City Council Action Memo

File Number: 25-4899

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 8.01

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

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

DATE: September 22, 2025

RE:
Public Hearing to Consider Permanently Closing Lowe Street

COUNCIL DISTRICT(S):

9

Relationship To Strategic Plan:

Desirable Place to Live, Work and Recreate

Executive Summary:

N.C.G.S. §160A-299 gives authority and procedures for the City to close a city street or alley. The City received a petition from Ms. Helen R. Sykes, to permanently close approximately 15,593.18 square feet of the street known as Lowe Street, to further develop surrounding property. Lowe Street was depicted on a plat recorded on July 12, 1960 but has never been constructed or opened. On August 11, 2025, City Council approved scheduling the public hearing for September 22, 2025, to consider the request. All statutory procedures for notifications have been followed.

Background:

- Ms. Helen R. Sykes has requested to permanently close Lowe Street to allow for development of the surrounding property.
- N.C.G.S. § 160A-299 gives the authority and procedures required for the City to permanently close a city street or alley.
- This closing will not land lock any abutting property owners.
- Lowe Street was platted in 1960 as part of the “Property of Charles Rodgers Owen & Wife, Hazel Smith Owen” recorded in Plat Book 23, Page 55 of the Cumberland County Registry.
- Lowe Street located off Karr Drive has never been constructed or opened and is not utilized as access to any surrounding properties.

Issues/Analysis:

- No access will be denied to anyone as a result of the proposed closing.
- The Emergency Response times will not be affected because the street has never been constructed and opened.
- There will be no significant impacts to traffic per the City Traffic Engineer.

- Permanently closing the street will allow the surrounding property to be developed further by Ms. Helen R. Sykes.

Budget Impact:

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

Options:

- Adopt the Resolution and Order by the City Council of the City of Fayetteville Permanently Closing a Lowe Street.
- Deny the request.

Recommended Action:

Staff recommends adopting the Resolution and Order by the City Council of the City of Fayetteville, North Carolina Closing Lowe Street to allow for the further development of the parcels owned by Ms. Helen R. Sykes.

Attachments:

- Petition for Closure
- Resolution and Order by the City Council of the City of Fayetteville, North Carolina Closing Lowe Street
- Plat Book 23, Page 55
- Map of Proposed Lowe Street Closure
- PowerPoint presentation

NORTH CAROLINA

PETITION

CUMBERLAND COUNTY

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

1. That under the plat dated January, 1960 and being recorded in Plat Book 23, Page 55, in the office of the Register of Deeds for Cumberland County, there were dedicated certain lands to be used as a public street, said street is now known as Lowe Street.
2. That the petitioner is owner of a portion of the property adjoining said street and is desirous of closing a portion of the street as a public street, pursuant to North Carolina General Statute 160A-299.
3. That a portion of said street, although dedicated by the heretofore mentioned plat, is not now used as a street; that your petitioner believes it would be in the best interests of all parties that said street portion be closed as a public street and that your petitioner believes that the closing of said street portion would not deprive anyone of reasonable means of ingress and egress to his or her property and that the closing of said street portion will not do any harm to person known to your petitioner.

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

- (1) That Lowe Street as shown on plat recorded in Plat Book 23, Page 55 be closed pursuant to the authority of North Carolina General Statute, 160A-299.
- (2) That a hearing be held pursuant to North Carolina General Statute 160A-299 after appropriate notification of all parties as set forth in the aforesaid statute.

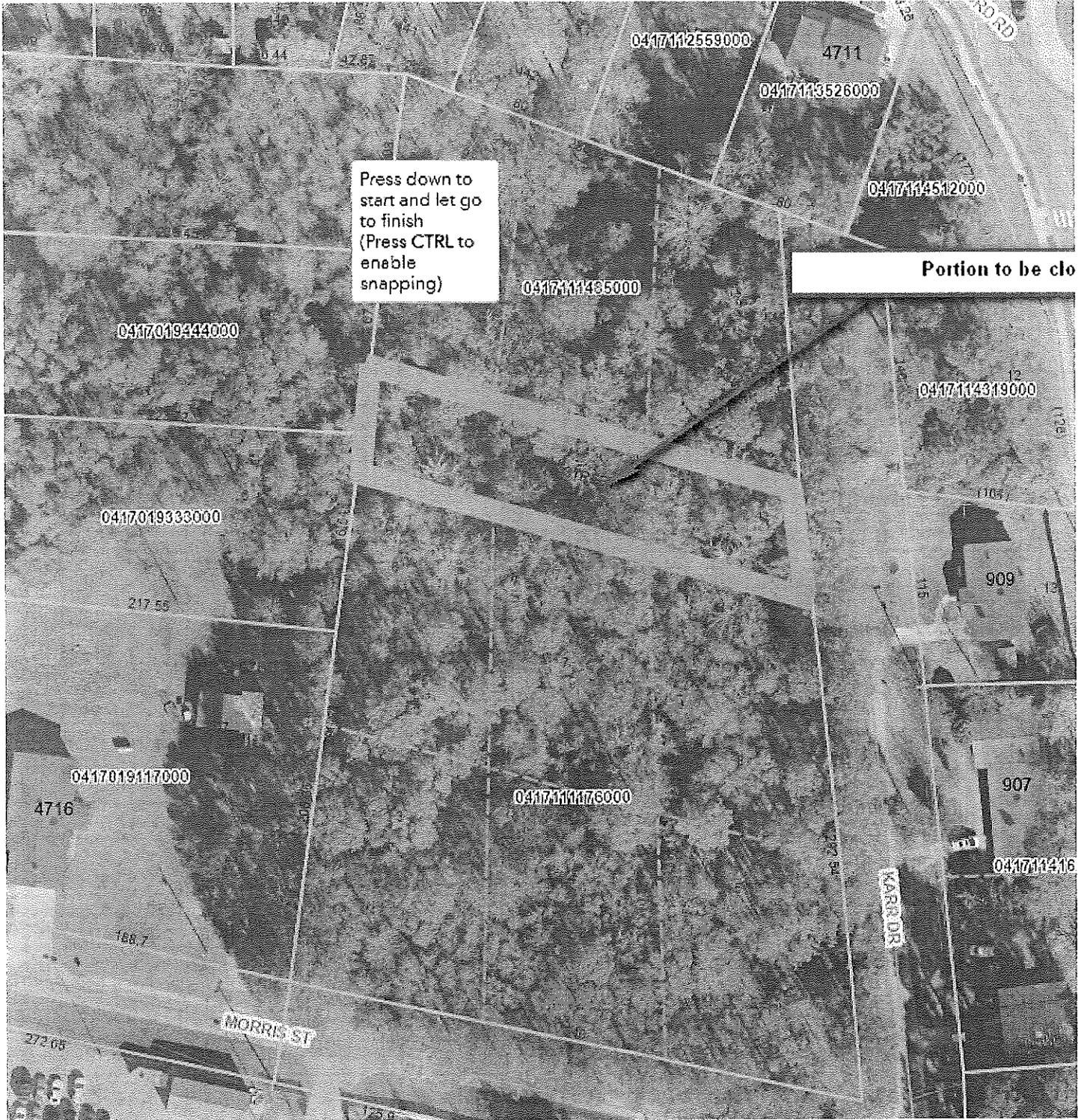
Filed this 24 day of July, 2025.

SIGNATURE OF PETITIONERS:

Helen R. Sykes
Helen R. Sykes

By David C. Sykes her attorney in fact
By David C. Sykes, her attorney in fact

(See Power of Attorney recorded in Book 12231, Page 207,
Cumberland County Registry)



Kecia N. Parker, NCCP
Real Estate Manager
City Attorney's Office
339 Alexander Street | Fayetteville, NC 28301

Resolution No. R2025-_____

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA PERMANENTLY CLOSING LOWE STREET

WHEREAS, under authority of N.C.G.S. § 160A-299, a public hearing before the City Council of the City of Fayetteville, North Carolina was advertised as required by law, and duly held on the 22nd day of September 2025, in accordance with the notice calling for said public hearing, and all adjoining property owners having been notified by certified mail of the time, place and purpose of said hearing, the purpose of which was to determine whether a certain street in the City of Fayetteville, North Carolina, known as Lowe Street, should be permanently closed as a public street; and a notice of said hearing having been posted on portion of said street for four weeks prior to the holding of said hearing; and

WHEREAS, during the said public hearing all interested citizens were invited to comment and state any objections they may have to the closing of the street known as Lowe Street as a public street; and

WHEREAS, the City Council, following such public hearing, after considering all the facts, has determined that the closing of Lowe Street is not contrary to the public interest and that no individual owning property in the vicinity of said street portion will thereby be deprived of reasonable means of ingress and egress to his or her property.

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville N.C., the City Council orders and directs that Lowe Street, within the limits covered by the following description only, be closed as a public street under the following terms and conditions:

1. Description of area closed as a public street:

Beginning at the northeast corner of Lot 8 as shown on plat entitled "Property of Charles Rodgers Owen & wife, Hazel Smith Owen" recorded in Plat Book 23, Page 55 of the Cumberland County Registry, said corner also being on the western right of way margin of Karr Drive and continuing thence North 74 degrees 38 minutes 23 seconds West 277.00 feet to a computed point, thence North 05 degrees 51 minutes 37 seconds East 60.00 feet to a computed point, thence South 74 degrees 38 minutes 23 seconds East 250.00 feet to a computed point in the western right of way margin of Karr Drive and continuing thence along said right of way South 16 degrees 35 minutes 15 seconds East 69.74 feet to the BEGINNING, and containing approximately 15,593.18 square feet more or less.

2. That a copy of this Order be recorded in the office of the Register of Deeds of Cumberland County.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 22nd day of September 2025; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

JENNIFER L. AYRE, City Clerk

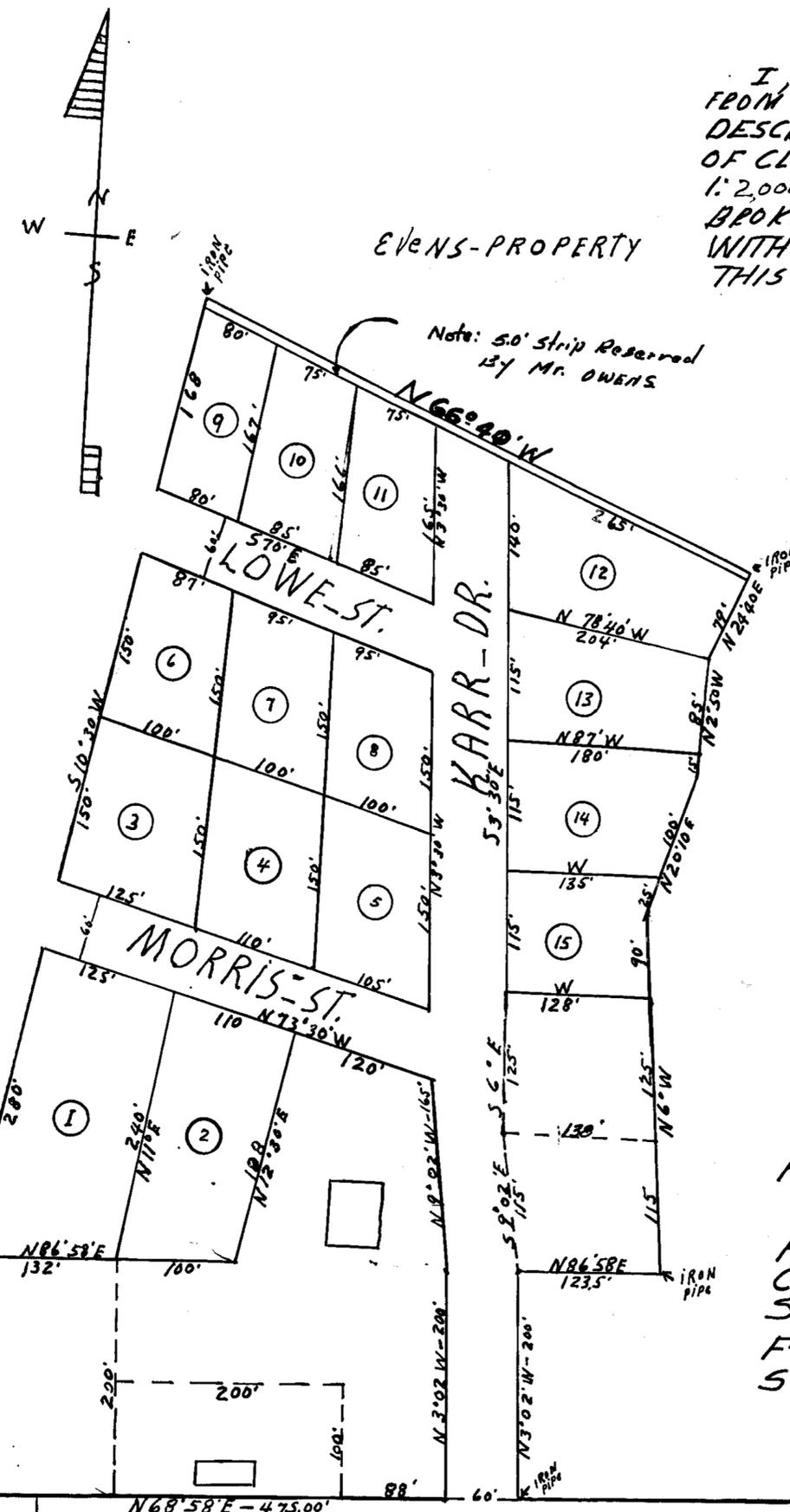
I, HOMER C. TAYLOR CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY JOHN Q. RAYBORN (DEED DESCRIPTION RECORDED IN BOOK NO. 756, PAGE NO. 138) THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES & DEPARTURES IS 1:2,000; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, IN WITNESS MY HAND & SEAL THIS 11TH DAY OF JULY A.D. 1960

CHECKED BY: *Homer C. Taylor*
 REGISTERED SURVEYOR
 SURVEYED BY: *John Q. Rayborn*
 SURVEYOR

State of North Carolina,
 County of Cumberland,
 I, *Mary J. Bryant*, Register of Superior Court,
 do hereby certify that *John Q. Rayborn* personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Let the instrument and this certificate be registered. This 12th day of July 1960.
Mary J. Bryant
 Clerk of Superior Court.

Registered for registration on the 12 day of July 1960 at 4:30 AM and registered in the office of the Register of Deeds of Cumberland County, N.C. on the 12 day of July 1960 at 4:30 AM in Book 23 page 55.
J. W. Johnson
 Register of Deeds.

PROPERTY OF CHARLES RODGERS OWEN & WIFE
 HAZEL SMITH OWEN
 COUNTY OF CUMBERLAND
 SEVENTY-FIRST TOWNSHIP
 FAYETTEVILLE, N.C. - SURVEYED: JAN. 1960
 SCALE: 1" = 100'
 SURVEYOR: JOHN Q. RAYBORN



OWEN PROPERTY

EVENS-PROPERTY

OWEN PROPERTY

TO REEFORD U.S. 401 TO FAYETTEVILLE

23-55

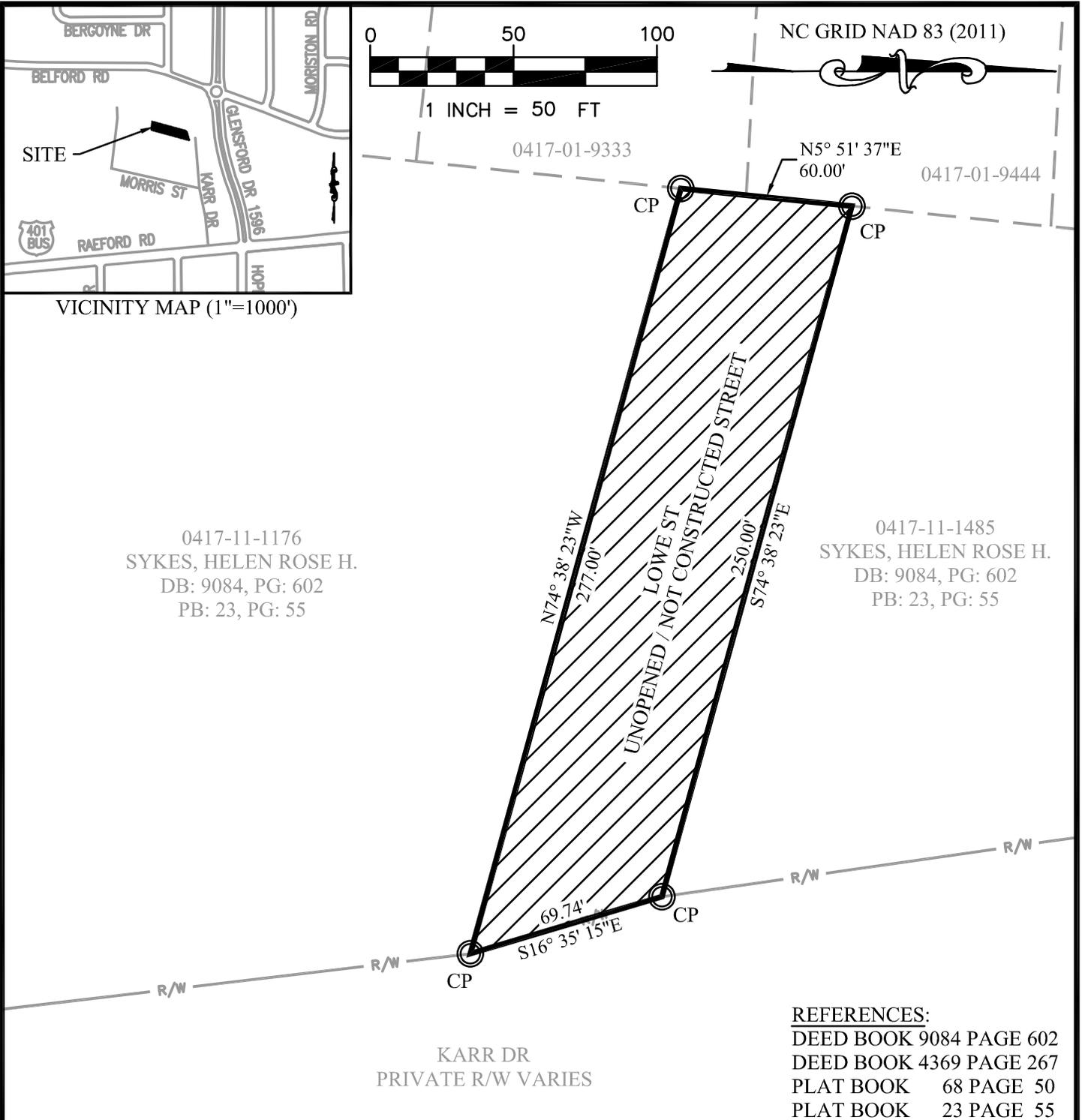


EXHIBIT A

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

SHEET 1 OF 1
 ANNEXATION DATE: _____
 EFFECTIVE DATE: _____

	PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION 433 HAY ST. 28301 (910) 433-1656
	<p align="center">PROPOSED STREET CLOSURE LOWE STREET ±15,593.18 SQUARE FOOT ±0.36 ACRES</p>
SEVENTY-FIRST TWP FAYETTEVILLE	CUMBERLAND COUNTY NORTH CAROLINA
DATE 7/28/2025	DRAWN BY RSH
SCALE 1" = 50'	CK'D BY KNP

- REFERENCES:**
 DEED BOOK 9084 PAGE 602
 DEED BOOK 4369 PAGE 267
 PLAT BOOK 68 PAGE 50
 PLAT BOOK 23 PAGE 55

KARR DR
 PRIVATE R/W VARIES

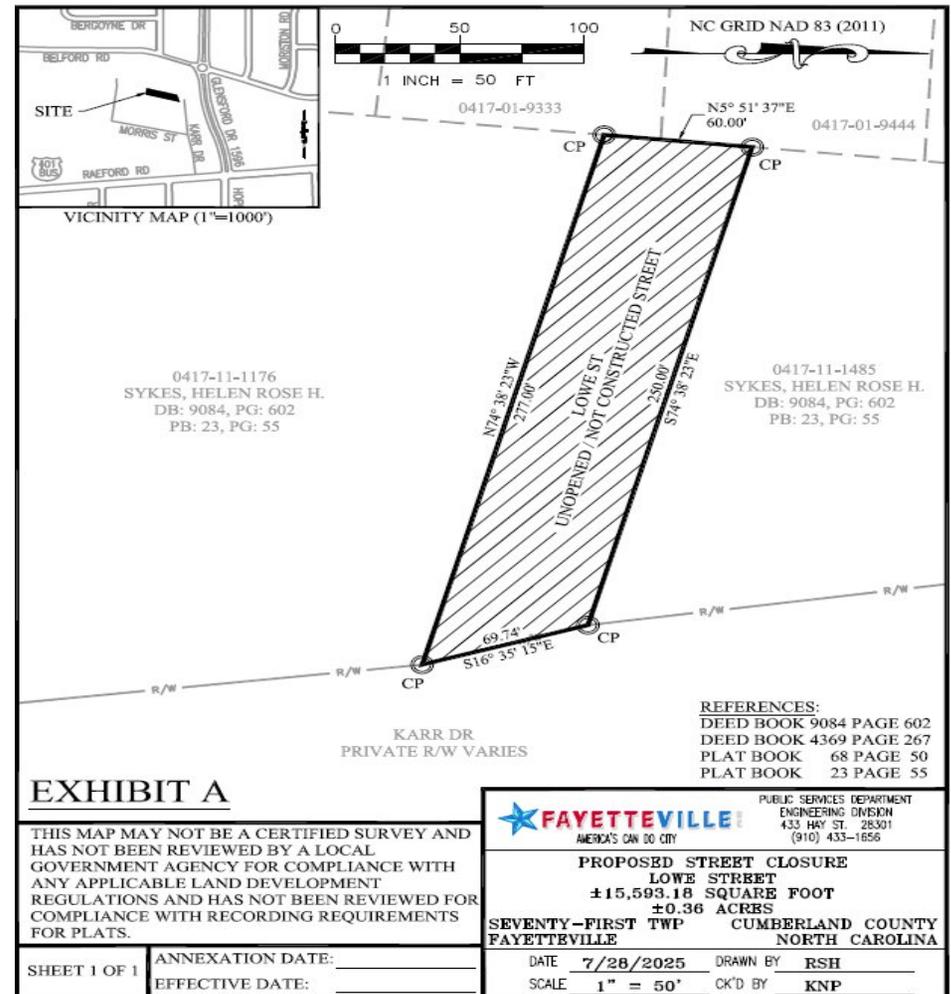
Public Hearing for Closing of Lowe Street

September 22, 2025



Proposed Permanent Closure of Lowe Street

- Lowe Street has never been constructed or opened.
- Closing of Lowe Street will allow for the recombination and further development of the surrounding property.
- Staff has verified the closing will not impact any emergency system.
- No access is denied by approving the closing as the street.





 **FAYETTEVILLE** ^N_C
AMERICA'S CAN DO CITY

FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 25-4920

Agenda Date: 9/22/2025

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 8.02

TO: Mayor and Members of City Council

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

FROM: Chester Green - Senior Planner

DATE: September 22, 2025

RE:

Public Hearing on SN-0510 thru SN-0514 for the Consideration of Renaming of Five Streets Affected by the I-295 Highway Project

COUNCIL DISTRICT(S):

6 - Derrick Thompson

Relationship To Strategic Plan:

Relationship to the FY25 Strategic Plan:

Goal I - Safe & Secure Community

Goal VI - Collaborative Engagement

Relationship to the Future Land Use Plan:

The action advances the Future Land Use Plan's core policy direction to focus value and public investment around existing infrastructure, maintain safe and functional neighborhoods, and apply the plan consistently in day-to-day decisions. By resolving duplicate/ambiguous street naming created by the I-295 severance, the renaming improves network legibility, supports emergency response reliability, and reinforces the Plan's emphasis on coordinated infrastructure and urban services. Read across the document - from vision and guiding principles through land use policies, mobility strategies, and implementation - the Plan calls for decisions that protect public safety, reduce friction in essential services, and enhance wayfinding for all users, including vulnerable populations. Standardizing the street name to comply with Next-Gen E-911 conventions directly operationalizes those expectations. The process also reflects the Plan's implementation guidance on transparency and engagement: outreach to affected frontages, solicitation of preferences, and a clearly documented rationale. In sum, the request is consistent with the Plan's citywide framework, its neighborhood quality and mobility policies, and its implementation toolbox that prioritizes low-cost, high-benefit corrections to the built environment.

Executive Summary:

Cumberland County's staff requests to rename the following five streets, SN-0510 - the re-alignment of Century Circle to Midship Road, SN-0511 - the bisected Strickland Bridge Road to Crestwick Road, SN-0512 - portion of Barefoot Road to Chadstone Road, SN-0513 - portion of Strickland Bridge Road to Brinkman Road, and SN-0514 -

portion of Eunice Drive to Bellhop Drive, all within the city limits of Fayetteville

Background:

These streets have been severed due to the I-295 Highway projects, necessitating a need to rename the streets. With the implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone, in order to promote efficient emergency service response.

Property owners were notified and given the opportunity for input on the respective roads.

Issues/Analysis:

SN-0510 - County Staff contacted the owners of the parcels that abutted Century Circle. Eight property owners were contacted, two owners suggested Gratton Road, however after coordination with Emergency Services, the proposed street name Gratton Road is a possible sound-alike for Groton Avenue in Fayetteville. County Staff's recommendation is Midship Road.

SN-0511 - County Staff contacted the owner of each parcel that abuts the bisected portion of Strickland Bridge Road. Four property owners were contacted and Crestwick Road received the decisive vote.

SN-0512- County Staff contacted the owner of every parcel that abuts the redesigned portion of Barefoot Road. Thirteen property owners were contacted, and Chadstone Road received the decisive vote.

SN-0513 - County Staff contacted the owner of each parcel that abuts the portion of Strickland Bridge Road. Twenty property owners were contacted and Brinkman Road received the decisive vote.

SN-0514 - County staff contacted the owner of each parcel that abuts the severed portion of Eunice Drive. Five property owners were contacted and no responses were received, so County staff chose Bellhop Drive.

The county has sent these requests to the City for the Council to hold a public hearing and vote on the renamings.

The County has evaluated the petitions and has not found any conflicts or duplications with the proposed names and recommends approval of the name changes.

Attached is a copy of the legal descriptions and ordinances officially renaming the following five streets, SN-0510 - the re-alignment of Century Circle to Midship Road, SN-0511 - the bisected Strickland Bridge Road to Crestwick Road, SN-0512 - portion of Barefoot Road to Chadstone Road, SN-0513 - portion of Strickland Bridge Road to Brinkman Road, and SN-0514 - portion of Eunice Drive to Bellhop Drive

Budget Impact:

The renaming of these streets would cause a minimal impact on the City's budget

Options:

1. Approve the renaming of all or a portion of the following five streets, SN-0510 - the re-alignment of Century Circle to Midship Road, SN-0511 - the bisected Strickland Bridge Road to Crestwick Road, SN-0512 - portion of Barefoot Road to Chadstone Road, SN-0513 - portion of Strickland Bridge Road to Brinkman Road, and SN-0514 - portion of Eunice Drive to Bellhop Drive.
2. Deny the renaming of all or a portion of the streets

Recommended Action:

Staff recommends that Council hold a public hearing and approve the requested renaming of these five streets.

Attachments:

- Memos Requesting Street Name Change
- Ordinances



Planning & Inspections Department

MEMORANDUM FOR FAYETTEVILLE CITY COUNCIL AGENDA OF SEPTEMBER 22, 2025

TO: FAYETTEVILLE CITY COUNCIL

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS, CUMBERLAND COUNTY

DATE: SEPTEMBER 22, 2025

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF NAMING THE RE-ALIGNMENT OF CENTURY CIRCLE TO MIDSHIP ROAD - CASE SN-0510

BACKGROUND

A portion of Century Circle has been severed and re-aligned due to the I-295 Highway projects, necessitating a need to rename the street. With implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone in order to promote efficient emergency service response. Staff contacted the owner of each parcel that abuts the realigned portion of Century Circle. Two owners suggested Gratton Road, however after coordination with Emergency Services the proposed street name Gratton is a possible sound alike for Groton Avenue in Fayetteville. Staff recommendation is Midship Road. The staff recommendation to Fayetteville City Council is to adopt the ordinance for this road name.

CURRENT NAME

RE-ALIGNED PORTION OF CENTURY CIRCLE

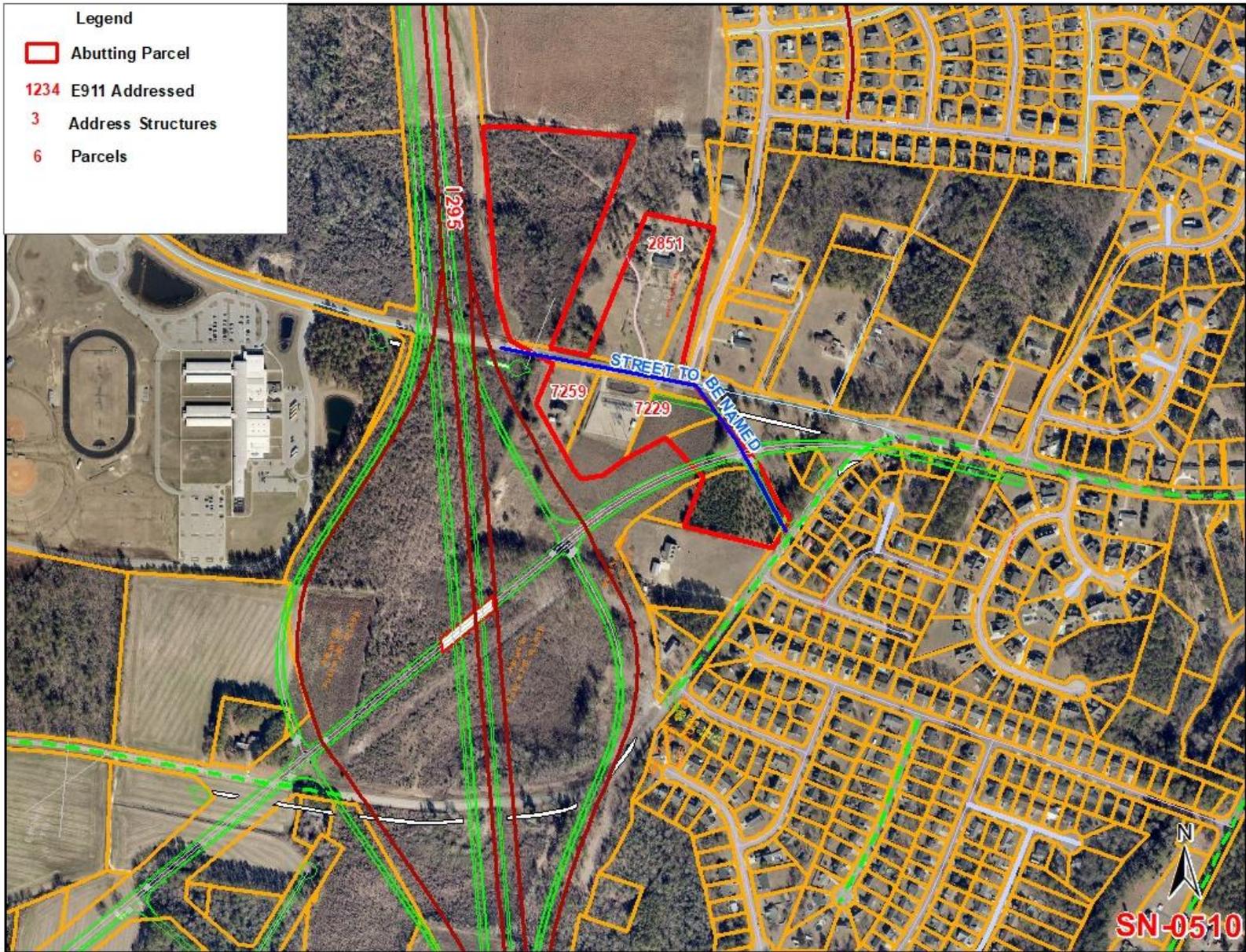
PROPOSED NAME

MIDSHIP ROAD

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

New Design Century Circle Map SN-0510





Planning & Inspections Department

MEMORANDUM FOR FAYETTEVILLE CITY COUNCIL AGENDA OF SEPTEMBER 22, 2025

TO: FAYETTEVILLE CITY COUNCIL

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: SEPTEMBER 22, 2025

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RENAMING BISECTED STRICKLAND BRIDGE ROAD TO CRESTWICK ROAD - CASE SN-0511

BACKGROUND

A portion of Strickland Bridge Road has been severed, due to the I-295 Highway projects, creating two separate roads necessitating a need to rename the street. With implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone in order to promote efficient emergency service response. Our staff contacted the owner of each parcel that abuts the bisected portion of Strickland Bridge Road. Crestwick Road received the decisive vote. The staff recommendation to Fayetteville City Council is to adopt the ordinance for this road name.

CURRENT NAME

BISECTED STRICKLAND BRIDGE ROAD

PROPOSED NAME

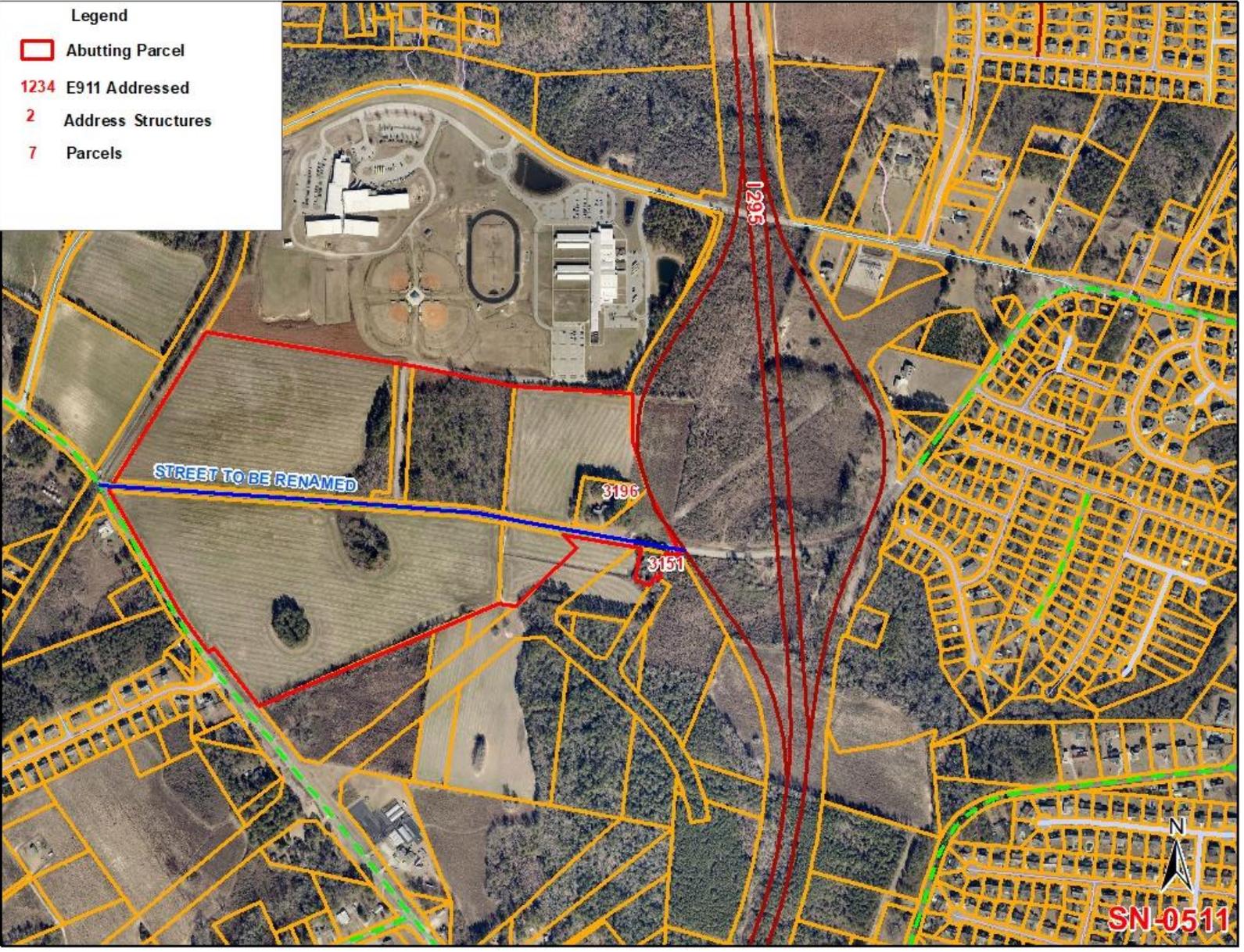
CRESTWICK ROAD

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

Bisected Strickland Bridge Road Map SN-0511

- Legend
- Abutting Parcel
 - 1234 E911 Addressed
 - 2 Address Structures
 - 7 Parcels





Planning & Inspections Department

MEMORANDUM FOR FAYETTEVILLE CITY COUNCIL AGENDA OF SEPTEMBER 22, 2025

TO: FAYETTEVILLE CITY COUNCIL

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: SEPTEMBER 22, 2025

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RENAMING A REDESIGNED PORTION OF BAREFOOT ROAD TO CHADSTONE ROAD - CASE SN-0512

BACKGROUND

A portion of Barefoot Road has been severed and redesigned, due to the I-295 Highway projects, creating a need to rename the street segment. With implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone in order to promote efficient emergency service response. Our staff contacted the owner of every parcel that abuts the redesigned portion of Barefoot Road. Chadstone Road received the decisive vote. The staff recommendation to Fayetteville City Council is to adopt the ordinance for this road name.

CURRENT NAME

REDESIGNED PORTION OF BAREFOOT ROAD

PROPOSED NAME

CHADSTONE ROAD

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

Rename Portion of Barefoot Rd Map
SN-0512

Legend

-  Abutting Parcel
-  1234 E911 Addressed
-  13 Address Structures
-  18 Parcels





Planning & Inspections Department

MEMORANDUM FOR FAYETTEVILLE CITY COUNCIL AGENDA OF SEPTEMBER 22, 2025

TO: FAYETTEVILLE CITY COUNCIL

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: SEPTEMBER 22, 2025

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RENAMING A PORTION OF STRICKLAND BRIDGE ROAD TO BRINKMAN ROAD - CASE SN-0513

BACKGROUND

A portion of Strickland Bridge Road has been severed due to the I-295 Highway projects, creating a need to rename the street segment. With implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone in order to promote efficient emergency service response. Staff contacted every parcel owner that abutted the severed portion of Strickland Bridge Road, Brinkman Road received the decisive vote. The staff recommendation to Fayetteville City Council is to adopt the ordinance for this road name.

CURRENT NAME

PORTION OF STRICKLAND BRIDGE RD

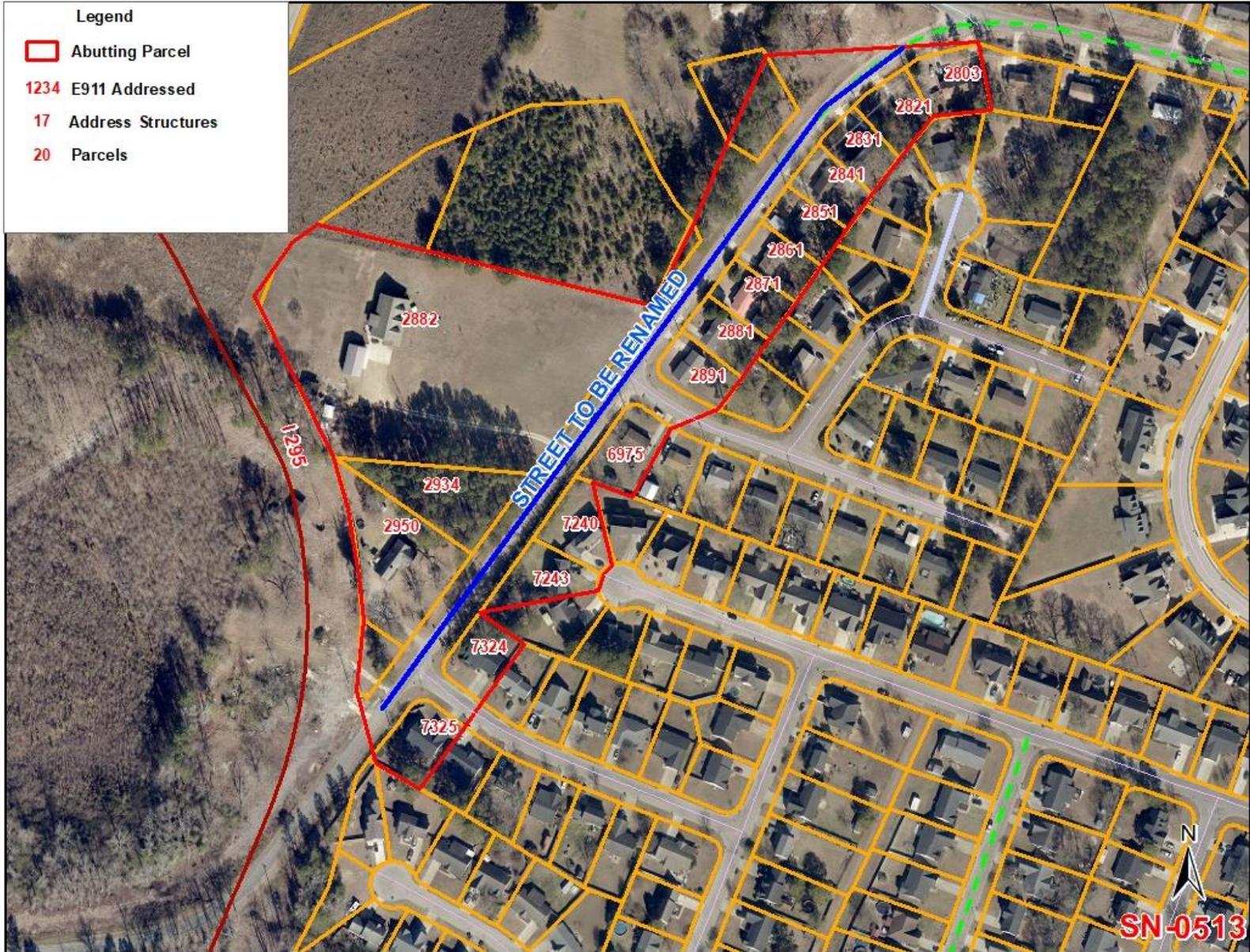
PROPOSED NAME

BRINKMAN RD

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

Severed Strickland Bridge Rd Map
SN-0513





Planning & Inspections Department

MEMORANDUM FOR FAYETTEVILLE CITY COUNCIL AGENDA OF SEPTEMBER 22, 2025

TO: FAYETTEVILLE CITY COUNCIL

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: SEPTEMBER 22, 2025

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RENAMING A PORTION OF EUNICE DRIVE TO BELLHOP DRIVE CASE SN-0514

BACKGROUND

A portion of Eunice Drive has been severed due to the I-295 Highway projects, creating a need to rename a portion of the street. With implementation of the Next Gen E911 standards, Cumberland County cannot have two streets with the same name within the same Fire Response zone in order to promote efficient emergency service response. Staff contacted the owner of each parcel that abuts the severed portion of Eunice Drive. No response was received from property owners. The staff recommendation to Fayetteville City Council is to adopt the ordinance for this road name.

CURRENT NAME

SEVERED PORTION OF EUNICE DRIVE

PROPOSED NAME

BELLHOP DRIVE

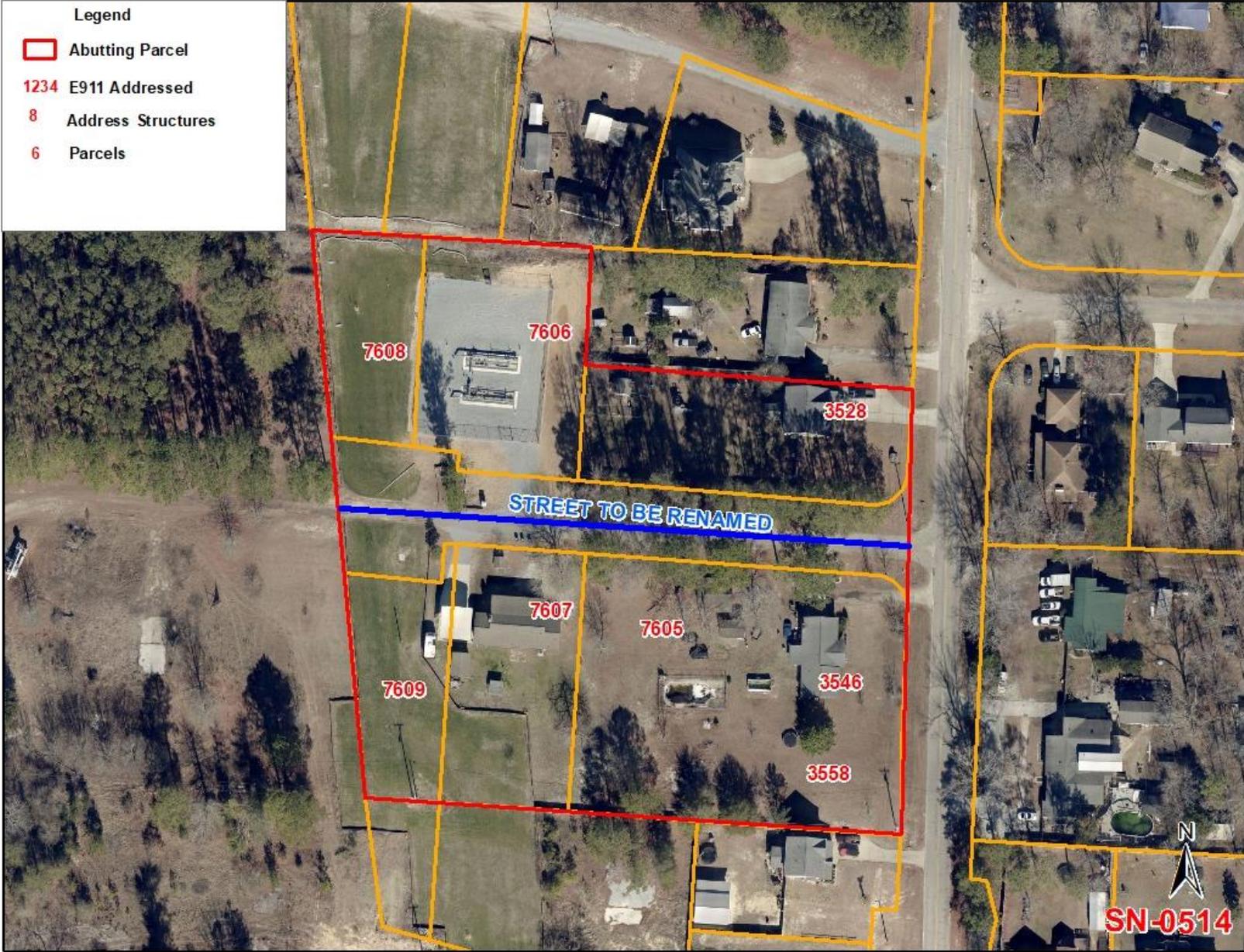
RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

SN-0514 Eunice Drive Map

Legend

-  Abutting Parcel
- 1234** E911 Addressed
- 8** Address Structures
- 6** Parcels



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO RENAME A PORTION OF CENTURY CIRCLE REALIGNMENT TO MIDSHIP ROAD.

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

Section 1. It is necessary and appropriate to rename a portion of Century Circle that has been severed by the NCDOT I-295 Highway project, creating two separate roads. Said portion of Eunice Drive affected by this ordinance is located west of the I-295 by-pass.

Section 2. It is the intention of the City Council to name the road “Midship Road”; to promote and facilitate the orderly provision of mail and City police, fire, and sanitation collection services to all properties that adjoin the severed portion of the road. The new proposed name “Midship Road” does not duplicate any existing street names within Cumberland County.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville, North Carolina, that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville.

Section 4. The provisions of this ordinance are effective upon adoption.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO RENAME A PORTION OF STRICKLAND BRIDGE ROAD TO CRESTWICK ROAD.

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

Section 1. It is necessary and appropriate to rename a portion of Strickland Bridge Road that has been severed due to the NCDOT I-295 Highway project creating two separate roads. The portion of Strickland Bridge Road affected by this ordinance is located west of the I-295 overpass at the intersection of Stoney Point Road.

Section 2. It is the intention of the City Council to rename the road “Crestwick Road”; to promote and facilitate the orderly provision of mail and City police, fire and sanitation collection services to all properties that adjoin the renamed street. The new proposed name “Crestwick Road” does not duplicate any existing street names within Cumberland County.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville, North Carolina, that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville.

Section 4. The provisions of this ordinance are effective upon adoption.

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

MITCH COLVIN, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO RENAME A PORTION OF BAREFOOT ROAD TO CHADSTONE ROAD.

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

Section 1. It is necessary and appropriate to rename a portion of Barefoot Road that has been redesigned and severed due to the NCDOT I-295 Highway project creating a need to rename this street segment. The street portion of Barefoot Road affected by this ordinance is located at the intersection of Stoney Point Road and Barefoot Road

Section 2. It is the intention of the City Council to rename the road “Chadstone Road” to promote and facilitate the orderly provision of mail and City police, fire, and sanitation collection services to all properties that adjoin the renamed street. The new proposed name “Chadstone Road” does not duplicate any existing street names within Cumberland County.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville, North Carolina, that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville.

Section 4. The provisions of this ordinance are effective upon adoption

ADOPTED this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

By: _____
MITCH COLVIN, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE,
NORTH CAROLINA, TO RENAME A PORTION OF STRICKLAND BRIDGE ROAD
TO BRINKMAN ROAD.**

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

Section 1. It is necessary and appropriate to rename a portion of Strickland Bridge Road that has been severed due to the NCDOT I-295 Highway project. Said road affected by this ordinance is the portion of Strickland Bridge Road located east of the I-295 overpass.

Section 2. It is the intention of City Council to rename the road “Brinkman Road” to promote and facilitate the orderly provision of mail and City police, fire, and sanitation collection services to all properties that adjoin the renamed street. The new proposed name “Brinkman Road” does not duplicate any existing street names within Cumberland County.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville, North Carolina that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville.

Section 4: The provisions of this ordinance are effective upon adoption.

Adopted this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

BY: _____
MITCH COLVIN, Mayor

ATTEST:

Jennifer L. Ayre, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, TO RENAME A PORTION OF EUNICE DRIVE TO BELLHOP DRIVE.

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

Section 1. It is necessary and appropriate to rename a portion of Eunice Drive that has been severed due to the NCDOT I-295 Highway project. The portion of Eunice Drive affected by this ordinance is located east of the I-295 overpass.

Section 2. It is the intention of the City Council to rename the street “Bellhop Drive” to promote and facilitate the orderly provision of mail and City police, fire, and sanitation collection services to all properties that adjoin the renamed street. The new proposed name “Bellhop Drive” does not duplicate any existing street names within Cumberland County.

Section 3. It is therefore ordained by the City Council of the City of Fayetteville, North Carolina that the provisions of this ordinance are hereby adopted for the benefit, protection, and promotion of the general welfare of the City of Fayetteville and the provisions of this ordinance are effective upon adoption

Section 4. The provisions of this ordinance are effective upon adoption.

Adopted this the _____ day of _____, 2025.

CITY OF FAYETTEVILLE

By _____
MITCH COLVIN, Mayor

ATTEST:

Jennifer L. Ayre City Clerk



City of Fayetteville

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

City Council Action Memo

File Number: 25-4932

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 8.03

TO: Mayor and City Council

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

**FROM: Demetrios Moutos, Planner I
Craig Harmon, Senior Planner**

DATE: September 22, 2025

RE:

P25-47: The City of Fayetteville is requesting initial zoning from Planned Neighborhood Development (PND, County) to Conditional Community Commercial (CC/CZ, City) for one contiguous parcel totaling approximately 40.54 acres. The subject property is located on the southern side of Carvers Falls Road at 430 Carvers Falls Road and an unaddressed portion of Carvers Falls Road. The parcel can be further identified by Parcel Identification Number (PIN): 0540184339000.

COUNCIL DISTRICT(S):

1 - Mayor Pro Tem Kathy Jensen

Relationship To Strategic Plan:

This conditional rezoning would allow a City-owned site on Carvers Falls Road to be used by the Public Works Commission (PWC) for a fenced, ~35-acre solar utility field with preserved tree buffers, minimal lighting, and no staffed buildings; operations are passive/automated, with only periodic maintenance and minimal trip generation (continuous 24/7 operation of solar infrastructure, not people). The analysis below maps the proposal to each Strategic Plan goal, noting where it advances, supports/neutral, or neutralizes stated objectives and priorities.

GOAL I - Safe & Secure Community (Objectives: emergency preparedness, traffic/pedestrian safety, crime reduction, community engagement).

Supports/neutral. The use is low-intensity, with little on-site activity and negligible traffic, which is consistent with traffic and public safety aims and should not materially increase calls for service. There is no direct nexus to GOAL I priorities centered on violence reduction and mental/behavioral health response; impacts are largely neutral to the plan's GOAL I performance measures.

GOAL II - Diverse & Viable Economy (Objectives: diversify tax base; invest in places; leverage partnerships for jobs; sustain development climate).

Supports (indirectly) and advances partnerships. Because the property is City-owned and used for public utility purposes, it will not directly expand the ad valorem tax base (Objective 2.1). However, the project leverages a core City partnership - PWC is explicitly identified as a GOAL II collaborator - to deliver resilient local energy

infrastructure that underpins business climate and competitiveness (Objective 2.4), aligning with GOAL II's focus on development climate and corridor appearance/market vitality measures.

GOAL III - City Investment Planning (Objectives: enhance connectivity/traffic flow/stormwater; manage future growth and strategic land use; sustain timely development services).

Advances. Siting a passive utility use with strong vegetative buffering and limited impervious surfaces aligns with Objective 3.2's focus on managing growth and strategic land use, and generally supports stormwater objectives under 3.1. This alignment is further reinforced by the adopted Future Land Use Plan's statement that its goals implement Strategic Plan GOAL III - strategic land use policy - through coordinated infrastructure decisions with PWC. Relevant GOAL III performance metrics, such as preparedness to manage growth and timely plan reviews, offer a framework for tracking implementation, although the project itself does not require extensive capital street work.

GOAL IV - Live, Work, & Recreate (Objectives: quality transit/airport; recreation/cultural opportunities; sidewalks/trails/bikes; clean & beautiful community; great neighborhoods; reduce poverty/homelessness).

Supports/neutral. The project preserves a substantial natural buffer and commits to downward-directed, minimal lighting and enhanced streetscape landscaping - measures that help maintain corridor appearance and a "clean and beautiful community" (Objective 4.4). It does not directly address transit, parks programming, or housing objectives, but is compatible with GOAL IV performance measures related to green space and corridor cleanliness on a maintenance basis.

GOAL V - Financially Sound City (Objectives: strong financial management; innovation/technology; workforce excellence).

Advances Strategic Priority 4 (Use City-owned property to enhance economic growth opportunities). Utilizing City-owned land for long-life, resilient utility infrastructure is consistent with the Priority 4 action to "use innovative solutions to leverage city-owned property for growth while addressing public needs". While the Priority's KPI set includes returning assets to the tax rolls, this specific site selection favors a public-purpose utility over disposition, which is still congruent with the Priority's O&M burden (PWC owns/operates), aligning with prudent resource stewardship under GOAL V.

GOAL VI - Collaborative Government (Objectives: collaboration with business/local governments/military/stakeholders; trust & transparency; outreach/education).

Advances. The proposal is, by definition, an inter-organization partnership with PWC, a named stakeholder/collaborator in the Strategic Plan (GOAL II and GOAL VI contexts). The conditional rezoning process, with mailed notices and public hearings, supports the Plan's emphasis on transparent engagement and customer-facing processes (GOAL VI).

Bottom line. The solar utility station strongly advances GOAL III (strategic land use/infrastructure coordination) and GOAL VI (formal collaboration with PWC), advances GOAL V Strategic Priority 4 (leveraging City property for public benefit), and supports aspects of GOAL II (business climate via infrastructure reliability) and GOAL IV (clean/beautiful corridors through buffering/landscaping). It is largely neutral relative to GOAL I and other GOAL IV social program aims. Overall, the proposal is compatible with the FY2025 Strategic Plan's goals, priorities, and performance-management framework.

Executive Summary:

The applicant, Fayetteville Public Works Commission (PWC), requests a conditional rezoning of approximately 40.54 acres (PIN 0540184339000), owned by the City of Fayetteville, along the Carvers Falls Road corridor from Planned Neighborhood Development (PND) to CC/CZ (Community Commercial - Conditional) to allow a solar utility station. The proposal limits the site to solar energy generation and related utility infrastructure, with no occupied buildings. Improvements include roughly 35 acres of solar arrays within a secured perimeter fence, preservation of a natural tree buffer around the site, added streetscape landscaping, and minimal, downward-directed lighting. Operations are passive and continuous (24/7) with only periodic maintenance, resulting in negligible traffic and noise. Although the Future Land Use Map designates the tract as Low-Density Residential, the conditioned, passive public-utility use - with full perimeter screening - functions as a low impact neighbor and avoids retail or 'strip' encroachment the plan seeks to curtail.

On September 15, 2025, the Fayetteville Zoning Commission held a legislative hearing regarding this case. The Commission voted 3-1 to deny the requested initial zoning to CC/CZ. The Commission found that the applicant had not met the standards of the Consistency and Reasonableness Statement.

Background:

Owner: City of Fayetteville

Applicant: Public Works Commission (PWC) (Project Owner and primary contact is Rodney Maness)

Requested Action: Initial zoning from Planned Neighborhood Development (PND) to Conditional Community Commercial (CC/CZ)

REID #: 0540184339000

Status of Property: Vacant - no residential units or nonresidential development currently exist on the site.

Size: 40.54 acres ±

Adjoining Land Use & Zoning:

- The surrounding area is predominantly **Planned Neighborhood Development (PND)**.
- **Northeast and southwest:** zoned **Rural Residential (RR)**.
- **South:** zoned **Planned Neighborhood Development with Conditional Use (PNDCU)**.
- **Northwest:** zoned **Single-Family Residential 10 (SF-10)**.

Letters Mailed: 60

Land Use Plans:

The City of Fayetteville's Future Land Use Plan serves as the primary policy document guiding rezoning decisions and long-range development patterns within the municipal limits and its influence area. It provides the framework for evaluating whether proposed zoning changes are consistent with the community's vision for growth, balancing economic development with neighborhood stability and environmental stewardship. Within this plan, the Low Density Residential (LDR) character area is intended to preserve the form and function of traditional suburban neighborhoods, generally

consisting of single-family detached housing on larger lots, complemented by open space, tree preservation, and limited neighborhood-serving amenities. The designation emphasizes maintaining a stable residential character, supporting reinvestment in existing housing stock, and ensuring that new development occurs in a manner compatible with surrounding neighborhoods and available infrastructure.

Issues/Analysis:

History:

Beginning with a 2017 City TRC review and a subsequent period of inactivity, the Carvers Falls / PWC solar concept re-emerged in June 2024 through County-initiated coordination with the City regarding annexation and permitting jurisdiction. In February-March 2025, the City confirmed that the County would lead site development review while City Traffic Services would lead access on City/NCDOT roadways (single requirement), and further stated that the City would not annex the property at that time. Concurrently, RLUAC flagged a potential glint/glare concern relative to Simmons Army Airfield and requested PWC-Fort Bragg coordination. The County processed ZON-24-0031 (described as PND to A1/CZ for ≈44.95 acres at 430 Carvers Falls Road), with Planning Board and staff recommending approval; the BOCC conducted a hearing on May 19, 2025, and denied the rezoning application, memorialized by a Final Action Notice dated May 22, 2025 (refiling not permitted until after June 18, 2026 under County ordinance). City staff compiled and forwarded the County Actions, RLUAC correspondence, access/Traffic Services processes, and the 2017 TRC packet to Planning in August 2025 for the case file.

Surrounding Area:

The subject property is a largely wooded tract on the south side of Carvers Falls Road, set between the developed Ramsey Street (U.S. 401) corridor to the west and the Cape Fear River valley to the east. North of the site, across Carvers Falls Road, the landscape reads predominantly residential: established single-family neighborhoods are interspersed with multifamily communities such as The Park Apartment Homes, and anchored by institutional uses like Cedar Falls Baptist Church. West and southwest toward Ramsey Street, the pattern intensifies into a typical suburban corridor - garden-style apartment communities (e.g., Meadowbrook and Autumn View) and neighborhood-scale commercial uses oriented to U.S. 401 and supported by the I-295 interchange just to the north. East and southeast of the subject property, the character shifts to large tracts of wooded and recreational land, including the privately owned and operated ZipQuest Waterfall & Treetop Adventure and driving range, before giving way to extensive riparian forest associated with the Cape Fear River and its floodplain. According to the application materials, the immediate zoning context is a mix that includes Cumberland County's Planned Neighborhood Development (PND/CZ) and Rural Residential (RR) districts, with City SF-10 mapped nearby to the northwest. The PND/CZ district is expressly set up for master-planned neighborhoods that may mix residential densities with limited, neighborhood-oriented uses in a single, integrated project - intended to function as a cohesive plan with appropriate buffering, open space, and design controls. The RR district reflects the area's rural edge: it is a low-density classification intended for traditionally rural settings - lots generally 20,000 square feet or larger - where the principle uses include single-family residential (including manufactured housing) and agriculture. Within the City, SF-10 is a low-density residential base district

established primarily for single-family detached neighborhoods; it also accommodates certain flexible formats - such as zero-lot-line layouts and two- to four-family dwellings designed to present as single family - subject to the City's development standards. Taken together, the on-the-ground land uses and these mapped districts illustrate a transitional setting: suburban single-family and multifamily neighborhoods and corridor commercial activity to the west, giving way to programmed recreation and significant natural open space to the east. That transition - especially the proximity to the river corridor - underscores the importance of site design that respects the area's environmental context while aligning new investment with the surrounding neighborhood fabric and regional access provided by Ramsey Street and I-295.

Rezoning Request:

UDO §30-2.C.4 establishes Conditional Rezoning as a legislative tool that applies a base zoning district with mutually agreed conditions to ensure consistency with adopted plans and to address anticipated impacts. Only the owner(s) of all land proposed may initiate an application, which follows the Common Review Procedures and may include a request for site-specific vested rights under N.C.G.S 160D-108.1. The Technical Review Committee reviews the submittal before staff completes its report. The Zoning Commission then holds a legislative hearing. It adopts a recommendation - approval (with or without applicant-agreed revisions), approval with a reduced area, or denial - along with plan consistency and reasonableness statements. Any aggrieved party may appeal the Zoning Commission's recommendation to the City Council within ten days. If no appeal is filed and the recommendation is approval, Council may approve at its next regular meeting without another hearing; if the recommendation is denial and unappealed, it becomes the City's final action. If Council holds a hearing, it adopts its own consistency and reasonableness statements, and in all cases, only conditions agreed to in writing by the applicant may be imposed.

Conditions must relate to ordinance compliance, adopted plans, and mitigation of reasonably expected impacts; they may modify dimensional standards when compatible or add a limited number of otherwise non-permitted uses when compatible, and may be expressed in text and/or plans. Conditions are generally not less restrictive than the parallel base or overlay standards, and, once approved, are binding as an amendment to the UDO and Official Zoning Map. Suppose no subdivision or site plan is filed within two years of approval. In that case, the City Manager initiates rezoning back (or to another appropriate base district), with one six-month extension available for good cause if requested at least 30 days before expiration. Minor technical deviations may be approved through Administrative Adjustment; material changes (such as uses, density, or basic configuration) require a new rezoning. Approved districts are shown on the map with the base district label plus the "/CZ" suffix (e.g., CC/CZ).

Consistency and Reasonableness:

Upon approving or denying a rezoning, the decision-maker must adopt two statements: a plan consistency statement and a statement of reasonableness. The consistency statement explains whether the action aligns with all applicable City-adopted plans; if a map amendment is adopted as inconsistent, it simultaneously amends the future land use map without a separate plan amendment, and for "large-scale rezonings" (G.S. 160D-602(b)), the statement may address the overall action. The consistency statement may be adopted with the rezoning motion or separately and is not subject to judicial review (G.S. 160D-605(a)). The reasonableness statement sets out why the decision is

reasonable and in the public interest, considering factors such as the tract's size and conditions, benefits and detriments to owners and neighbors, relationships to existing and proposed development, public interest, and any changed conditions (G.S. 160D-605(b)). Both statements may be adopted in a single motion.

Specifics of this Conditional Rezoning Request

The applicant proposes to condition the district as follows:

1. The only permitted use is a solar energy generation facility (major utility) and its associated utility infrastructure; no other industrial or commercial activities would be allowed.
2. Mitigate off-site impacts by.
 - a) Require security fencing enclosing the ±35-acre solar array.
 - b) Preservation of the natural tree buffer around the perimeter with added streetscape landscaping for screening.
 - c) Establishment and maintenance of a minimum 100-foot undisturbed vegetated buffer measured from all property lines (with disturbance allowed only for necessary drive, emergency access, and utility crossings, which must be minimized and promptly restored).
 - d) And the use of minimal, downward-directed lighting to reduce glare and light spill. Operations would remain passive, with limited human presence outside of periodic inspections and routine maintenance.

Technical Review Committee Feedback

The City's TRC conducted a first-round review of the Carvers Falls Solar Utility Station and provided comments that will be addressed during the detailed site/engineering plan phase and, where applicable, through the conditional zoning conditions. Key items are summarized below for the record.

Life Safety & Emergency Access. The Fire Marshal requires Knox access, clear addressing, and emergency information on the front gate, and a minimum 20-foot clear width at the gate for apparatus access. These items will be incorporated into the final gate design and signage.

Zoning Use Standards & Security Fencing. Staff notes that a "Major Utility" must be set back at least 100 feet from all property lines; the applicant's commitment to perimeter buffering and passive operations aligns with this standard. Security fencing may be up to eight feet in height under the UDO's safety exemption or an approved security plan; barbed/concertina wire or electrified fencing is otherwise prohibited unless specifically authorized through that process. Final fence height and materials will be coordinated with zoning staff at site plan review.

Landscaping, Screening, and Lighting. Coordination with PWC is required to confirm that landscaping and lighting do not conflict with utility easements and to obtain PWC approval prior to TRC sign-off. A landscape plan prepared by a qualified practitioner is required and must show street trees, site/parking areas landscaping, required buffers, plant legend (species, sizes, spacing), and easements. Technical notes include minimum soil areas for tree islands (≈274 SF, 10' width for canopy trees; ≈180 SF, 7' width for understory trees), shrub offsets from curbs/parking overhang (≈30 inches/2.5 feet), maintenance of vehicular-use screening as a continuous 36-inch hedge, and tree installation best practices (visible root flare, proper mulching). A photometric/lighting plan is also required; light poles must be at least ~15 feet from trees. Existing vegetation may

satisfy perimeter buffers subject to field verification, with supplemental plantings added if needed.

Engineering, Stormwater, and Erosion Control. An Infrastructure Permit is required via a new application. Because the project adds 20,000+ SF of impervious area, it must comply with the Stormwater Control Ordinance, limiting post-development one-year and ten-year peak discharges to pre-development rates or to the downstream system's capacity, whichever is more restrictive. The site lies in a protected watershed and is limited to 70% impervious coverage. An Erosion and Sedimentation Control permit is required (site > 1 acre); the NCDEQ-approved plan must be submitted before land disturbance or Infrastructure Permit issuance.

Military Compatibility (RLUAC). RLUAC is preparing a formal comment letter for P25-47 and anticipates recommending at least one condition: that PWC transmit the final site plan/layout to RLUAC and Fort Bragg prior to permitting, so any changes - particularly panel removals/relocations prompted by the larger perimeter buffer - can be checked against the conclusions of the prior glare study. PWC has indicated the plan remains generally the same aside from a wider buffer that may reduce and shift some panels, with panel orientation unchanged; RLUAC does not expect issues but seeks verification after conferring with Fort Bragg. A letter reflecting this coordination and the requested condition is expected following RLUAC committee review.

Process & Coordination. Standard TRC notes emphasize that development must conform to the approved site/engineering/utility plans; revisions trigger re-submittal; and any future development requires additional review. The City's Special Project Coordinator (Development Services Ombudsman Manager) is available to assist with inter-departmental coordination as the project advances.

Implications for the Conditional Zoning. Collectively, these comments reinforce the appropriateness of conditioning the district to: (1) adhere to the "Major Utility" 100-foot perimeter separation; (2) maintain and supplement the natural perimeter buffer (with an added undisturbed buffer where applicable); (3) submit PWC-coordinated landscape and lighting plans; (4) meet life-safety access standards (Knox access, addressing, 20-foot clear gate); and (5) comply with stormwater/erosion requirements and provide military compatibility confirmation of the glare findings. These items are implementable at TRC and align with a passive, well-screened utility use.

Note: All TRC items will be resolved during the detailed plan/permitting phase; no occupancy or construction may proceed until required approvals are obtained.

Land Use Plan Analysis:

A front-to-back reading of Fayetteville's Future Land Use Plan (FLUP) shows that rezonings are to be judged against both the map and the policy text, with this document superseding older small-area plans and directing staff, boards, and Council to review "all land use petitions... for consistency with the future land use map as well as the goals, policies, and strategies of this plan." The FLUP is organized to move from public input and character-area mapping, through goals and policies, to implementation steps and a community profile, and it explicitly frames itself as the City's current, citywide land-use guidance.

Public engagement emphasized conserving natural areas, building out greenways and trails, and avoiding additional strip-style commercial development. Residents' "Keep/Toss/Create" results called for preserving trees and green space, advancing river and creek greenways, and "tossing" strip development and similar patterns; greenways

were repeatedly identified as a priority amenity. The proposed PWC solar facility - an unstaffed, passive utility use conditioned within CC/CZ - aligns with those preferences by avoiding new storefront activity in a neighborhood interior and by accommodating enhanced buffers and potential trail easements along mapped open-space corridors. On the map side, the FLUP replaces a purely Euclidean approach with character areas that deliberately mix uses at appropriate scales, concentrate activity along centers and corridors (e.g., the Ramsey Street spine), and recognize rural/less-intense lands east of the Cape Fear River where utilities and soils constrain growth. In parallel, a GIS-based suitability analysis identifies focal commercial/industrial nodes and highlights environmental constraints that should guide siting and intensity. The subject tract is mapped as Low-Density Residential (LDR) with adjoining Park/Open Space corridors; reserving the entitlement to a screened, low-impact solar utility maintains the neighborhood function of LDR while avoiding the strip-commercial encroachment that the plan and the public input caution against.

The goals and policies in Section 3 provide the primary consistency tests. Goal 1 and LU-1 call for growth and investment in serviced areas, coordinated with utilities - explicitly instructing the City to work with PWC to plan facilities and to use the FLUP as a guide for infrastructure expansion, while limiting service extensions toward Rural areas east of the river. A municipal solar installation is a public-purpose utility that strengthens grid resilience without generating retail traffic or drawing new service lines into unserved rural territory, and is therefore consistent with LU-1's intent.

Goal 2 and LU-2 encourage strategic economic development, including preparing sites for technology industries and coordinating necessary utility, transportation, and stormwater upgrades. This project is, in essence, a City/PWC technology-infrastructure investment that supports the local economy's reliability and cost structure while being tightly conditioned to prevent unrelated commercial uses.

Goal 3 seeks reinvestment in strip corridors and dissuades further proliferation of strip commercial patterns. Coupled with the "Toss" feedback about strip development, the plan points intensity toward designated nodes rather than interior neighborhoods. Because the solar use generates no retail frontage or customer trips, it does not dilute the plan's corridor-and-center strategy.

Goal 4 focuses on safe, stable, and attractive neighborhoods; the policy framework under "Safe, Stable, and Attractive Neighborhoods" expects transitions, high-quality site edges, and compatibility. The offered conditions - evergreen screening and tree preservation, down-shielded/security-only lighting, controlled construction hours/haul routes, and a decommissioning plan - create a predictable, low-impact edge consistent with this goal.

Environmental stewardship and resiliency are central to Goal 5 and LU-8 through LU-10. The plan calls for preserving open space and unique natural features, building a connected greenway system, controlling stormwater to mimic pre-development hydrology, and carefully managing floodplain development - discouraging uses that involve hazardous material storage and recognizing floodplains' "best (and safest)" function as floodwater storage with compatible passive recreation. In practice, that means enhanced riparian buffers, LID stormwater, prohibition of hazardous-materials storage, and reserving greenway easements where alignments are identified - each of which is appropriate to condition here.

Goal 6 and LU-11 through LU-13 address compatibility with Fort Bragg and coordination with major institutions. They recommend limiting high-intensity development in sensitive

JLUS areas, providing notice for major actions near the base, and continuing routing intergovernmental coordination. The passive, low-profile character of a solar array presents no congregation of height issues; continued courtesy coordination remains consistent with these policies.

The implementation chapter then instructs staff to use the plan to guide decisions, to review rezonings for consistency with both the map and the policy text, to refine development codes, to coordinate across departments and with partners, and to update the map as decisions are made. Approval of a narrowly conditioned, public-purpose utility that secures buffers, LID stormwater, hazardous-materials prohibitions, and greenway accommodations is an archetypal “use the plan to guide decisions” action - and it does so without eroding the FLUP’s center-based pattern along Ramsey Street.

Finally, the Community Profile and suitability work provide the empirical backdrop: they document environmental constraints (including floodplain and hydric soils) and define how intensity should be placed away from neighborhoods while concentrating activity in appropriate nodes - principles that a screened, low-impact solar utility respects.

Conclusion:

Read holistically - front matter, public input, map and character-area intent, goals and policies (LU-1 through LU-13), implementation guidance, and the community profile - the FLUP supports a finding of **general consistency** for a CC/CZ rezoning that is strictly limited to a passive solar energy facility and conditioned to: preserve and enhance riparian/tree buffers; employ low-impact stormwater that mirrors pre-development hydrology; prohibit hazardous-materials storage; provide greenway easements if requested; minimize lighting and operational impacts; and restore the site at decommissioning. This approach advances the plan’s utility coordination and resiliency agenda, protects neighborhood character and open-space systems, and avoids the strip-commercial encroachment the plan seeks to curtail, all while keeping activity focused in the City’s intended centers and corridors.

Budget Impact:

Adoption of the conditional rezoning is expected to have a negligible impact on the City’s General Fund. The solar facility would be financed, built, and operated by PWC as an enterprise utility; routine City costs are limited to standard application processing, which is offset by fees. No City capital outlay is anticipated: the use does not require new public roads, buildings, or utility extensions, and construction-phase controls (erosion, stormwater, traffic) are the applicant’s responsibility. Given the facility’s passive, fenced nature, incremental demands on police, fire, and sanitation should be minimal and absorbable. Because the site remains in public ownership for a public utility use, no new property-tax revenue is expected unless the property is later conveyed or otherwise returned to the tax rolls.

From a Strategic Plan and fiscal stewardship standpoint, the request maintains a low-risk budget posture by leveraging enterprise funding while modestly supporting broader objectives around resilient infrastructure. The key trade-off is opportunity cost: reserving the site for a public utility use forecloses near-term private development that could produce ad valorem growth. Council can weigh that policy choice against non-fiscal benefits (grid reliability, sustainability). Bottom line: no identified new City capital commitments, negligible operating impact, and fiscal effects - if any - occurring primarily within PWC’s enterprise budget.

Options:

The City Council may take one of the following actions on this request:

1. Approve the application subject to the conditions included in the application;
2. Approve the application subject to any revised or additional conditions agreed to by the applicant, in writing;
3. Approve the application with a reduction in the area included; or
4. Deny the application.

Recommended Action:

The Planning Staff recommends that the City Council move to approve the proposed conditional rezoning to Community Commercial (CC/CZ), subject to the applicant's agreed-upon conditions, based on the following findings:

- The request is consistent with applicable City-adopted plans, including the Future Land Use Plan and Strategic Plan goals to focus reinvestment on serviced sites and to encourage context-appropriate nonresidential uses.
- The proffered conditions (e.g., setbacks, buffering/screening, lighting limits, and facility operations/maintenance) adequately mitigate potential impacts and ensure compatibility with adjacent uses.
- Adequate public infrastructure and safe site access exist or can be provided, and remaining site-specific issues (traffic, stormwater, environmental protection) will be addressed through the City's development review and permitting processes, avoiding undue adverse effects on public health, safety, or welfare.

The Zoning Commission denied the rezoning based their conclusion that the application did not meet the standards of the Consistency and Reasonable Statements. This denial has been appealed by PWC.

Attachments:

1. Plan Application
2. Aerial Notification Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Property
6. Surrounding Property Photos
7. Site Plan
8. Consistency and Reasonableness Statement
9. BOCC Final Action Notice (May 22, 2025)
10. RLUAC Correspondence
11. PowerPoint
12. Notice of Appeal

Project Overview
#1843934
Project Title: Carvers Falls Solar Utility Station

Jurisdiction: City of Fayetteville

Application Type: 5.2) Conditional Rezoning

State: NC

Workflow: Zoning Commission Hearing

County: Cumberland

Project Location
Project Address or PIN: 0540184339000

Zip Code: 28311

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

GIS Verified Data
Project Address:
General Project Information
Proposed Conditional Zoning District: CC/CZ - Conditional Community Commercial

Lot or Site Acreage to be rezoned: 40.54

Was a neighborhood meeting conducted?: No

Date of Neighborhood Meeting:
Number of Residential Units: 0

Nonresidential Square Footage: 918245

Landowner Information
Landowner Name: City of Fayetteville

Deed Book and Page Number: DB 12303 PG 518

Written Description of Request - Answer all the questions under this section (upload additional sheets as needed).

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

The subject property is proposed to be rezoned from Planned Neighborhood Development (PND) to Heavy Industrial (HI) under a conditional rezoning request. The intended use is for the development of a solar utility station.

Site Improvements and Buildings:

- The project will include the installation of solar arrays across approximately 35 acres of the 40.54 site.
- The solar field will be fenced for security and operational safety.
- No occupied or staffed buildings are planned for the

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

The proposed conditions include limiting the use of the property strictly to solar energy generation and related utility infrastructure, with no other industrial activities permitted. The site will be enclosed with fencing around the 35-acre solar array field, and a natural tree buffer along with planted streetscape landscaping will be maintained to minimize visual and environmental impact.

Lighting will be minimal and directed downward to reduce light pollution, and the facility will operate passively with limited human activity, and maintaining a low-impact presence in the community.

property; the site will be primarily used for solar infrastructure and related utility equipment.

Landscaping and Buffering:

- A natural tree buffer will be preserved around the perimeter of the property.
- Additional planted streetscape landscaping will be installed to enhance visual screening and minimize impact on surrounding areas.

Proposed Activities and Operating Characteristics:

- The site will operate as a solar energy generation facility, with minimal human activity on-site after construction.
- Routine maintenance and inspections will occur periodically, but the facility will not generate significant traffic or noise.
- Hours of operation will be continuous (24/7), as solar energy collection and distribution are automated and passive processes.

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

The area surrounding the subject site is predominantly zoned as Planned Neighborhood Development (PND). To the northeast and southwest, the zoning designation is Rural Residential (RR). Directly to the south, the land is zoned as Planned Neighborhood Development with Conditional Use (PNDCU). To the northwest, the adjacent zoning is Single-Family Residential 10 (SF10).

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

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

The proposed amendment to rezone the subject property from Planned Neighborhood Development (PND) to Heavy Industrial (HI) with conditions is consistent with the City of Fayetteville's long-range planning goals, which emphasize sustainable development and infrastructure modernization. The development of a solar utility station aligns with a vision for environmentally responsible growth and supports broader objectives outlined in the Unified Development Ordinance and long-range planning documents.

The project's low-impact nature, preservation of natural buffers, and passive operational characteristics reflect the principles of Fayetteville Public Works Commission, which encourages resilient and sustainable utility infrastructure.

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

No

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

The solar utility station directly addresses a demonstrated community need for sustainable energy infrastructure. Fayetteville Public Works Commission (PWC) has actively pursued renewable energy initiatives, including two other solar utility stations and community solar programs. The solar utility station aligns with these efforts and supports the city's broader goals for environmental stewardship.

Additionally, the project responds to growing public interest in clean energy options, as evidenced by strong participation in PWC's community solar enrollment programs. By integrating solar generation into the local grid, this helps meet community-driven objectives for cleaner, more reliable energy.

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

The proposed amendment to rezone the subject property from Planned Neighborhood Development (PND) to Heavy Industrial (HI) with conditions is compatible with the surrounding zoning designations and land uses due to its low-impact operational nature and strategic buffering measures. The solar utility station, as a passive industrial use, generates no significant noise, traffic, or emissions, making it more compatible with residential and mixed-use surroundings than traditional heavy industrial operations. The inclusion of a natural tree buffer and planted streetscape landscaping further mitigates visual and environmental impacts. Conditional rezoning allows for tailored restrictions that preserve neighborhood character while supporting regional sustainability goals.

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

The project maintains compatibility with surrounding zoning designations such as RR, PNDCU, and SF10 through the use of natural buffers and landscaped streetscapes that minimize visual and environmental impact. The solar facility's passive operational nature ensures minimal disruption to adjacent residential and mixed-use areas.

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

The proposed amendment to rezone the subject property from Planned Neighborhood Development (PND) to Heavy Industrial (HI) with conditions is unlikely to encourage premature development due to its limited scope and passive operational nature. The solar utility station is a targeted infrastructure project that does not require extensive road networks, utility expansions, or high-density construction, which are typical triggers for premature growth. Additionally, the project includes strict conditions such as fencing, and natural tree buffers, which help preserve the surrounding character. Regulatory safeguards such as erosion control permits, stormwater management requirements, and annexation agreements outlined in Fayetteville's design standards and environmental ordinances further ensure that development proceeds in a controlled and compliant manner.

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

The proposed amendment does not result in strip-style commercial development, as the solar utility station is a passive infrastructure project with no retail or service components. Its design includes secure fencing and natural landscaping, ensuring minimal traffic and no commercial frontage along roadways.

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

While the surrounding area includes PND, RR, PNDCU, and SF10 designations, the solar utility station is a passive infrastructure use that does not introduce incompatible commercial or industrial activity. Its low-impact nature, combined with natural buffers and conditional restrictions, ensures compatibility with adjacent zoning districts and avoids the fragmentation typically associated with isolated zoning.

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

The proposed amendment to rezone the property for a solar utility station is not expected to result in significant adverse impacts on the property values of surrounding land. The project's design includes substantial buffering measures such as natural tree preservation and planted streetscape landscaping, which help maintain visual harmony and minimize disruption. Additionally, the passive nature of the solar facility characterized by low traffic, minimal noise, and no occupied buildings further supports compatibility with surrounding zoning districts and land uses.

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

The project is not expected to result in significantly adverse impacts on the natural environment, as the solar utility station is a passive use with minimal emissions and land disturbance. Erosion control measures will be implemented to manage runoff and protect surrounding ecosystems, and natural tree buffers and planted landscaping will further support environmental preservation.

Primary Contact Information

Project Owner

Rodney Maness
Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P:9102234526
rodney.maness@faypwc.com

Project Contact - Agent/Representative

Rodney Maness
Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P:9102234526
rodney.maness@faypwc.com

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

Project Contact - Attorney

Georgette Miller

955 Old Wilmington Rd
Fayetteville, NC 28301
P:9102234909
georgette.miller@faypwc.com

NC State Electrical Contractor #1 License Number:

NC State Electrical Contractor #2 License Number:

NC State Electrical Contractor #3 License Number:

NC State Mechanical Contractor's #1 License Number:

NC State Mechanical Contractor's #2 License Number:

NC State Mechanical Contractor #3 License Number:

NC State Plumbing Contractor #1 License Number:

NC State Plumbing Contractor #2 License Number:

Other

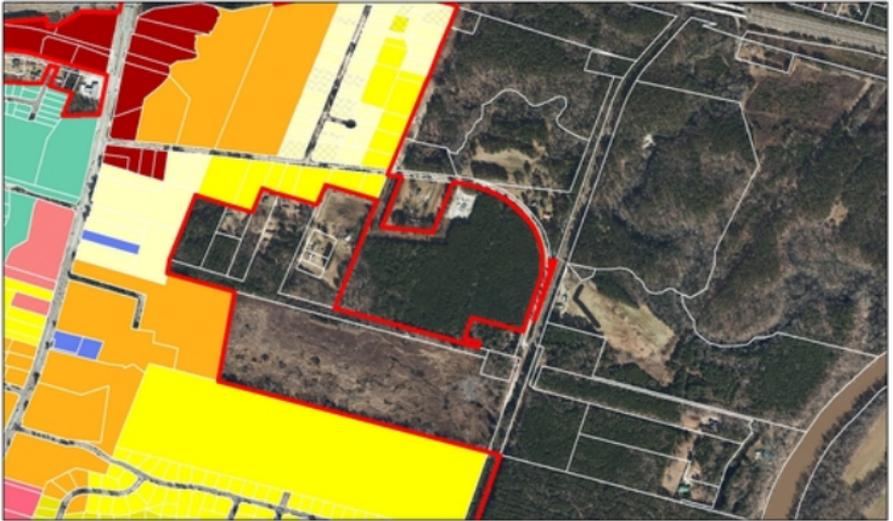
Timothy Smith
Fayetteville Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P:9102234410
tim.smith@faypwc.com

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

Project Contact - Engineer

David Deschamps
Fayetteville Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
P:9102234517
david.deschamps@faypwc.com

NC State General Contractor's License Number:



Zoning

Case #: P25-47

- | | |
|--|--|
|  City Boundary |  PND - Planned Neighborhood Development |
|  CC - Community Commercial |  SF-6 - Single Family Residential 6 |
|  LC - Limited Commercial |  SF-6/MHO - Single Family Residential 6 Manufactured Home Overlay |
|  LC/CZ - Conditional Limited Commercial |  SF-10 - Single Family Residential 10 |
|  MR/S - Mixed Residential 5 |  SF-10/MHO - Single Family Residential 10 Manufactured Home Overlay |
|  OI - Office & Institutional |  SF-15 - Single Family Residential 15 |

REQUEST: PND to CC/CZ
 LOCATION: Unaddressed
 0540184339000

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





Future Land Use

Case #: P25-47

REQUEST: PND to CC/CZ
 LOCATION: Unaddressed
 0540184339000

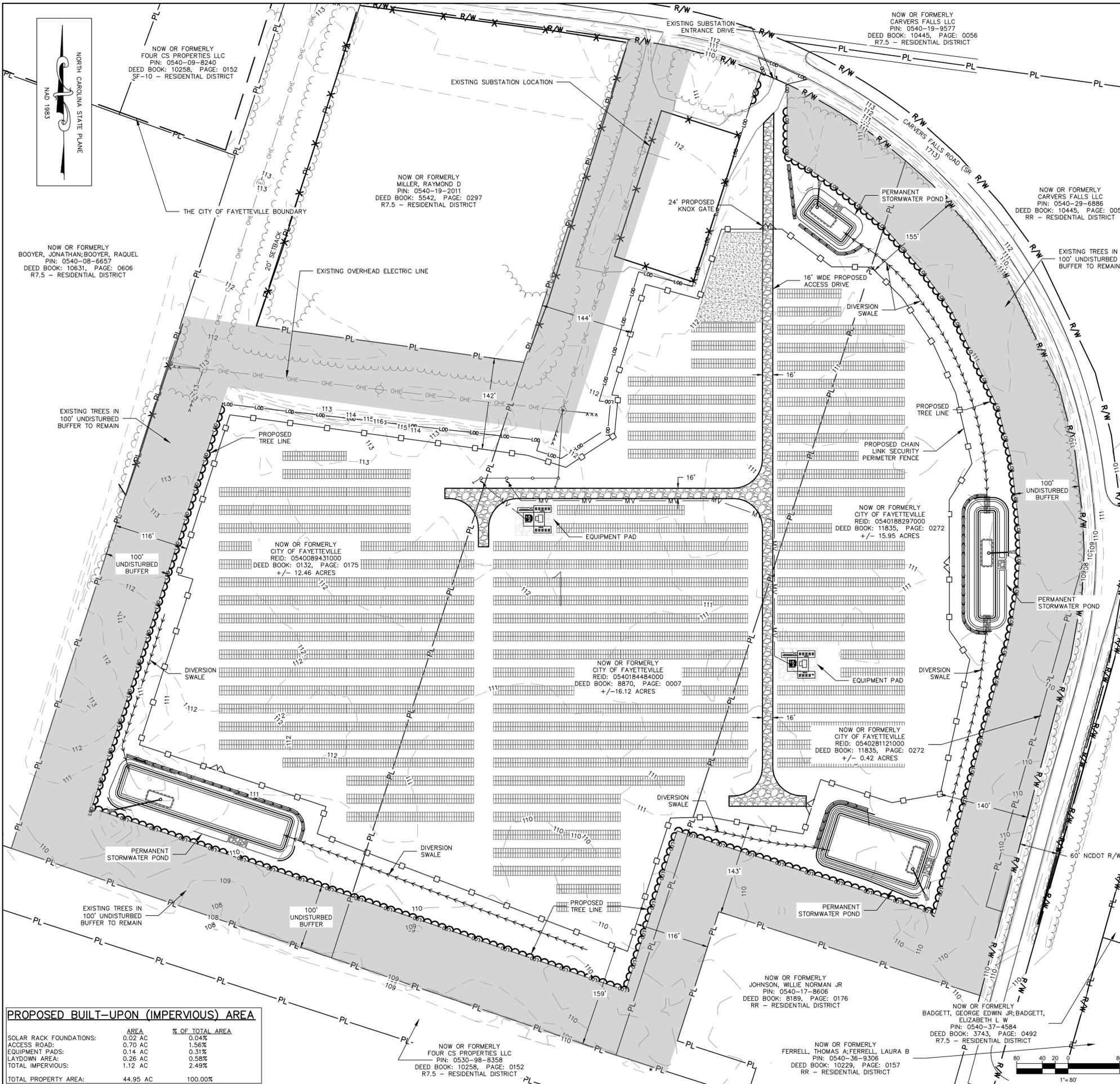


Letters are being sent to all property owners within the 1000' buffer. Subject property is shown in the hatched pattern.









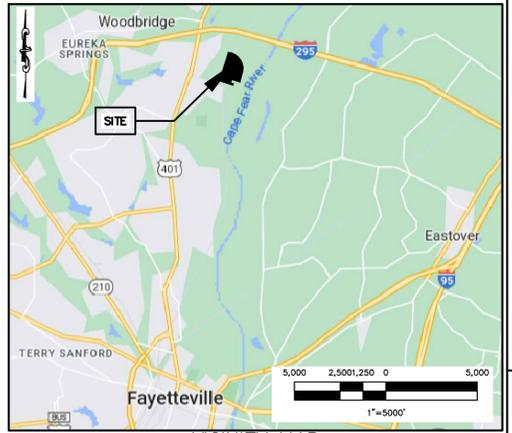
PROPOSED BUILT-UPON (IMPERVIOUS) AREA		
	AREA	% OF TOTAL AREA
SOLAR RACK FOUNDATIONS:	0.02 AC	0.04%
ACCESS ROAD:	0.70 AC	1.56%
EQUIPMENT PADS:	0.14 AC	0.31%
LAYDOWN AREA:	0.26 AC	0.58%
TOTAL IMPERVIOUS:	1.12 AC	2.49%
TOTAL PROPERTY AREA:	44.95 AC	100.00%

LEGEND

- PROPOSED POWER POLE
- MEDIUM VOLTAGE UNDERGROUND LINE
- OVERHEAD POWER LINE
- BUILDING SETBACK LINE
- ADJOINING PARCEL LINE
- WOODS LINE
- EXISTING FENCE
- PROPOSED 6' HEIGHT CHAIN LINK SECURITY PERIMETER FENCE
- PROPOSED DIVERSION SWALES
- PROPOSED DIVERSION DIKES/BERMS
- PROPERTY LINE
- DISTURBANCE LIMIT
- EDGE OF PUBLIC ROAD RIGHT-OF-WAY
- EXISTING CONTOURS, 1.0FT INTERVAL
- PROPOSED CONTOURS, 1.0FT INTERVAL
- PROPOSED GRAVEL DRIVE
- 100' UNDISTURBED BUFFER
- GRAVEL EQUIPMENT PADS
- LAY DOWN AREA

SITE PLAN NOTES:

- PER THE CITY OF FAYETTEVILLE PART II - CODE OF ORDINANCES CHAPTER 30-4.C.3.J. UTILITY MAJOR AN ELECTRICAL POWER FACILITY, SUBSTATION, WATER TOWER/TANK OR TRANSMISSION STATION SHALL BE SET BACK AT LEAST 100 FEET FROM ALL LOT LINES.
- THERE IS NO PROPOSED ONSITE OR OFF-STREET PARKING FOR THIS PROJECT.
- THERE IS NO PROPOSED LIGHTING FOR THIS SITE. AS SUCH, A LIGHTING PLAN IS NOT REQUIRED.
- KNOX ACCESS, SITE ADDRESS AND EMERGENCY INFORMATION WILL BE LOCATED AT THE PROPOSED 24' WIDE ACCESS GATE. PROPOSED ACCESS GATE SHALL HAVE A MINIMUM 20' CLEARANCE.
- EXISTING VEGETATION WITHIN THE 100' UNDISTURBED BUFFER SHALL REMAIN IN PLACE. NO LANDSCAPE PLAN IS PROVIDED SINCE THE EXISTING VEGETATION WILL BE USED AS A BUFFER. THE CITY OF FAYETTEVILLE MAY DETERMINE, AFTER ON-SITE INSPECTION, THAT ADDITIONAL PLANTING IS REQUIRED TO SATISFY THE REQUIRED BUFFER.
- LAT/LONG COORDINATES SHOWN IN THIS PLAN SET WERE DERIVED FROM NORTH CAROLINA STATE PLANE COORDINATE SYSTEM. (NAD83, US SURVEY FEET) DISTANCES SHOWN ARE US SURVEY FOOT GRID DISTANCES. ALL VERTICAL DATUM USED WERE DERIVED FROM NAVD 88.
- TOPOGRAPHIC AND PHYSICAL DATA ON SITE AND ALONG CARVERS FALLS ROAD WERE DERIVED FROM "TOPOGRAPHIC SURVEY OF CARVERS FALLS ROAD SITE" SURVEY CONDUCTED ON 01/11/2024 BY ROBIN L. LEE, PLS (L-3759), WETLAND DELINEATION PERFORMED BY FROELICH & ROBERTSON ON JANUARY 9, 2024. NO STREAMS, WETLANDS, OR OTHER LIKELY WOTUS WERE IDENTIFIED WITHIN THE AREA.



**VICINITY MAP
CUMBERLAND COUNTY, FAYETTEVILLE, NC**

SCALE: 1"=500'

PROJECT DATA	
PROPERTY DATA:	CITY OF FAYETTEVILLE 0540089431000 DB: 9217 PG: 0807 PB: 54 PG: 38 +/- 12.46 ACRES
	CITY OF FAYETTEVILLE 0540184484000 DB: 8870 PG: 0007 PB: 130 PG: 84 +/- 16.12 ACRES
	CITY OF FAYETTEVILLE 0540188297000 DB: 11835 PG: 0272 +/- 15.95 ACRES
	CITY OF FAYETTEVILLE 0540281121000 DB: 11835 PG: 0272 +/- 0.42 ACRES
	PER CUMBERLAND COUNTY GIS, THESE FOUR PROPERTIES HAVE BEEN COMBINED INTO ONE PROPERTY WITH REID 0540184339000. THEY ARE SHOWN UNCOMBINED HEREON.
PROPOSED DISTURBANCE AREA:	26.02 ACRES
FENCED AREA:	20.23 ACRES
SITE ADDRESS:	430 CARVERS FALLS ROAD FAYETTEVILLE, NC 28311
STREET ACCESS:	CARVERS FALLS ROAD (SR 1713) 60' RIGHT OF WAY (PUBLIC ROAD)
COUNTY:	CUMBERLAND COUNTY
12-DIGIT HUC WATERSHED:	CARVERS CREEK (030300040703)
10-DIFIT HUC WATERSHED:	CROSS CREEK-CAPE FEAR RIVER (0303000407)
8-DIGIT HUC WATERSHED:	UPPER CAPE FEAR (03030004)
PROPOSED CITY OF FAYETTEVILLE ZONING:	HI/CZ-CONDITIONAL HEAVY INDUSTRIAL
PROPOSED USE:	SOLAR FARM
SETBACKS:	FRONT: 100 FEET BACK: 100 FEET SIDE: 100 FEET
DEVELOPER:	FAYETTEVILLE PUBLIC WORKS COMMISSION
CONTACT:	DAVID DESCHAMPS 955 OLD WILMINGTON ROAD FAYETTEVILLE, NC 28301 910-263-1453 DAVID.DESCHAMPS@FAYPWC.COM
ENGINEER:	LAURA R. HARRIS, PE (NC PE LICENSE NO. 056748) BOOTH & ASSOCIATES, LLC (COMPANY LICENSE NO. NC-F-0221) 2300 REXWOODS DRIVE, SUITE 300 RALEIGH, NC 27607 919-851-8770 LAURA.HARRIS@BOOTH-ASSOC.COM

**-PRELIMINARY-
DO NOT USE FOR
CONSTRUCTION**

NO.	DATE	REVISIONS
0	01/17/2025	ISSUED FOR PERMIT
1	02/05/2025	ISSUED FOR CUMBERLAND COUNTY CONDITIONAL ZONING
2	03/26/2025	SITE PLAN UPDATE
3	09/12/2025	CITY OF FAYETTEVILLE SITE PLAN REVIEW

PROJECT NAME: **CARVERS FALLS SOLAR UTILITY STATION**

DRAWING TITLE: **SITE PLAN**

DRAWN BY:	REA
CHECKED BY:	QNM
APPROVED BY:	LRH
DATE:	07/15/2024
SCALE:	1" = 80'
FILE NUMBER:	12550SCG
SHEET:	SP-01

Consistency and Reasonableness Statement

Map Amendments

Pursuant to N.C.G.S §§160D-604 and -605, the City Council finds that the proposed zoning map amendment in case **P25-47** is consistent with the City of Fayetteville’s Future Land Use Map and Plan (Comprehensive Plan). The following analysis examines the proposed amendment relative to the goals and land-use policies and strategies of the Comprehensive Plan.

Consistency

1. GOALS

GOAL(S)	CONSISTENT	INCONSISTENT
<ul style="list-style-type: none"> • Goal 1: Focus value and investments around infrastructure and strategic nodes. <ul style="list-style-type: none"> ○ City-owned, infrastructure-served tract; coordinated with PWC for a public-utility use with minimal trips. 	X	
<ul style="list-style-type: none"> • Goal 2: Promote compatible economic and commercial development in key identified areas. <ul style="list-style-type: none"> ○ Improves grid reliability that underpins the local economy without adding strip retail. • Goal 3: Encourage infill/redevelopment where services exist. <ul style="list-style-type: none"> ○ Utilizes a serviced site for a low-impact, conditioned use; no leapfrog extensions. • Goal 4: Foster safe, stable, and attractive neighborhoods. <ul style="list-style-type: none"> ○ Conditions require perimeter tree preservation/screening and downward-directed lighting. • Goal 5: Preserve and enhance environmental features. <ul style="list-style-type: none"> ○ Passive use; expansive buffering; supports LID/stormwater practices. • Goal 6: Capitalize on major institutions through compatible land use. <ul style="list-style-type: none"> ○ Continued coordination with Fort Bragg/RLUAC on glint/glare and flight operations compatibility. 	X X X X X	

2. LAND USE POLICES AND STRATEGIES:

LAND USE POLICES AND STRATEGIES	CONSISTENT	INCONSISTENT
LU-1 (Strategic, infrastructure-served growth). Direct growth and public investments in serviced areas.	X	
LU-1.6 (Infrastructure concurrent with development). Any connections/permits via standard processes.	X	

LU-4 (Corridors & Centers). Avoids new strip activity; no customer-facing frontage in the neighborhood interior.	X	
LU-6 (Neighborhood Quality). Requires buffering/screening and compatible edges at residential interfaces.	X	
LU-8/LU-9 (Environmental stewardship, open space & greenways). Preserves trees; supports greenway corridors and LID.	X	
LU-11-LU-13 (Institutions & Compatibility). Ongoing intergovernmental coordination (Airport/Fort Bragg/RLUAC).	X	

3. Future Land Use Map (FLUM) Consistency

- **Text Consistency:** The proposal aligns with FLU goals/policies for utility coordination, resiliency, neighborhood compatibility, and environmental stewardship through conditioned buffering, lighting limits, and passive operations. **Consistent.**
- **Map Consistency:** The subject acreage is mapped as **Low-Density Residential (LDR)** with adjoining Park/Open Space corridors. Approval may include a concurrent FLU Map notation/update recognizing a **Public Utility/Infrastructure** use on the tract (and reinforcing open-space/greenway edges) for full alignment. **Partially inconsistent without the map update.**

Reasonableness

The proposed zoning amendment is reasonable and in the public interest because it supports the policies of the Comprehensive Plan as stated above and advances Strategic Plan goals related to strategic land use/infrastructure coordination, collaboration with PWC, and prudent fiscal stewardship, and because:

- X** The size, physical conditions, and other attributes of the proposal will benefit the surrounding community by delivering resilient public-utility infrastructure on a buffered, passive site with negligible traffic and noise.

- X** The amendment includes **conditions** that limit potential negative impacts (perimeter tree preservation/screening, downward-directed/minimal lighting, limited operations).

- X** The proposed use addresses City needs by supporting reliable local energy service while avoiding new strip-commercial encroachment.

- X** The action adapts the zoning map to current policy by applying **CC/CZ** with a **solar-only** entitlement on City-owned land, ensuring compatibility through enforceable conditions.

The amendment is also in the public interest because it:

- X** Improves consistency with the long-range plan (with a concurrent FLU Map notation/update for Public Utility/Infrastructure on the subject acreage).

- Improves the tax base. *(Public utility use on City property; fiscal impacts are negligible/enterprise-funded.)*

X Preserves environmental resources via buffer retention and low-impact design.

X Facilitates a desired kind of development (resilient public-utility/energy infrastructure in a serviced location).

X Supports intergovernmental coordination (PWC and RLUAC/Fort Bragg).

Additional comments, if any (write-in):

September 15, 2025
Date

Chair Signature

Print



Planning & Inspections Department

FINAL ACTION NOTICE LETTER

May 22, 2025

Mr. David Deschamps
Fayetteville Public Works Commission
955 Old Wilmington Rd
Fayetteville, NC 28301

SUBJECT: CASE NO: ZON-24-0031(Carvers Falls Rd)/Board of County Commission Final Action

Dear Mr. Deschamps:

For your records, the Board of County Commissioners (BOCC) held a public hearing on Monday, May 19, 2025, and thereat denied your rezoning request from PND Planned Neighborhood District to A1/CZ Agricultural Conditional Zoning for the property located at 430 Carvers Falls Rd, 44.95 +/- acres. This denial and the BOCC's statement supporting its action are contained in the records of the May 19, 2025, BOCC meeting. If you wish to obtain an official copy of the hearing minutes for this zoning case, please contact the County Clerk's office or click on the link to the County website shown below

When the BOCC has denied a rezoning request, no subsequent petition, by the same or other persons, to reclassify (i.e., rezone) the same property or any portion thereof, whether in conjunction with other property or not, shall be considered earlier than one full calendar year after the date of the last public hearing before the Board of Commissioners on the most recent prior application to reclassify such property or portion thereof. A new rezoning application involving this property cannot be considered until after June 18, 2026. (Sec. 1505, County Zoning Ord.)

If you have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "David B. Moon". The signature is written in a cursive, flowing style.

David Moon, AICP
Deputy Director

c: Case file
Jennifer Baptiste, Asst. City Manager, City of Fayetteville

RLUAC

Fort Bragg Regional Land Use Advisory Commission

FAYETTEVILLE COURTESY REVIEW

Project: P25-47 (PWC Carver Falls Solar Utility Station Rezoning - HI/CZ)

Location: Carver Falls Road

PIN#s: 0540-18-4339

September 8, 2025

RLUAC previously reviewed and commented on this case when PWC sought a similar rezoning from Cumberland County. We coordinated our review with Fort Bragg, the applicant, and their consulting engineers to ensure that the proposal under consideration by the County would not impact aviation operations at Simmons Army Airfield, as the solar utility station is situated along the instrument approach route for the airfield. The results of the glare study performed by the engineers concluded that the solar panels would not present a glare hazard to aviators. This was RLUAC's only potential concern, and was resolved prior to the hearings on the case.

Our recent outreach to PWC following notification of the current case with the City of Fayetteville confirmed that there had not been any changes in the general design of the site and planned parameters of the installed solar panels. It was stated, however, that due to a larger buffer being required, that some panels may have their location shifted on the site. While we assume that the conclusions of the glare study will remain valid, RLUAC requests that a condition be added to require the applicant to provide its final plans to Fort Bragg through RLUAC prior to final permit approval so that any changes in the layout of the site can be further evaluated to ensure that, if changes are made, they will not pose a glare hazard to pilots operating at Simmons AAF.

While RLUAC's findings and recommendations are non-binding on the City of Fayetteville, their consideration and incorporation into your review of this case will help to improve compatibility outcomes for our region as a whole by protecting Fort Bragg's military training and operational missions.

Thank you for allowing RLUAC to review this case.

Hon. Kia Anthony, Chairwoman
Fort Bragg Regional Land Use Advisory Commission

Vagn K. Hansen II, AICP, Executive Director
Fort Bragg Regional Land Use Advisory Commission

CITY COUNCIL



ZONING CASES

September 22, 2025



Owner:	City of Fayetteville
Applicant:	Public Works Commission (PWC) (Project Owner and primary contact is Rodney Maness)
Request:	Initial Zoning from Planned Neighborhood Development (PND) to Conditional Community Commercial (CC/CZ)
Location:	Southern side of Carvers Falls Road at 430 Carvers Falls Road and an unaddressed portion of Carvers Falls Road
Acreage:	40.54 acres ±
District:	1 – Mayor Pro Tem Kathy Jensen
REID #:	0540184339000

A faint, light blue map of Fayetteville, North Carolina, is visible in the background on the right side of the page, featuring a white star in the center.



Aerial

Case #: P25-47

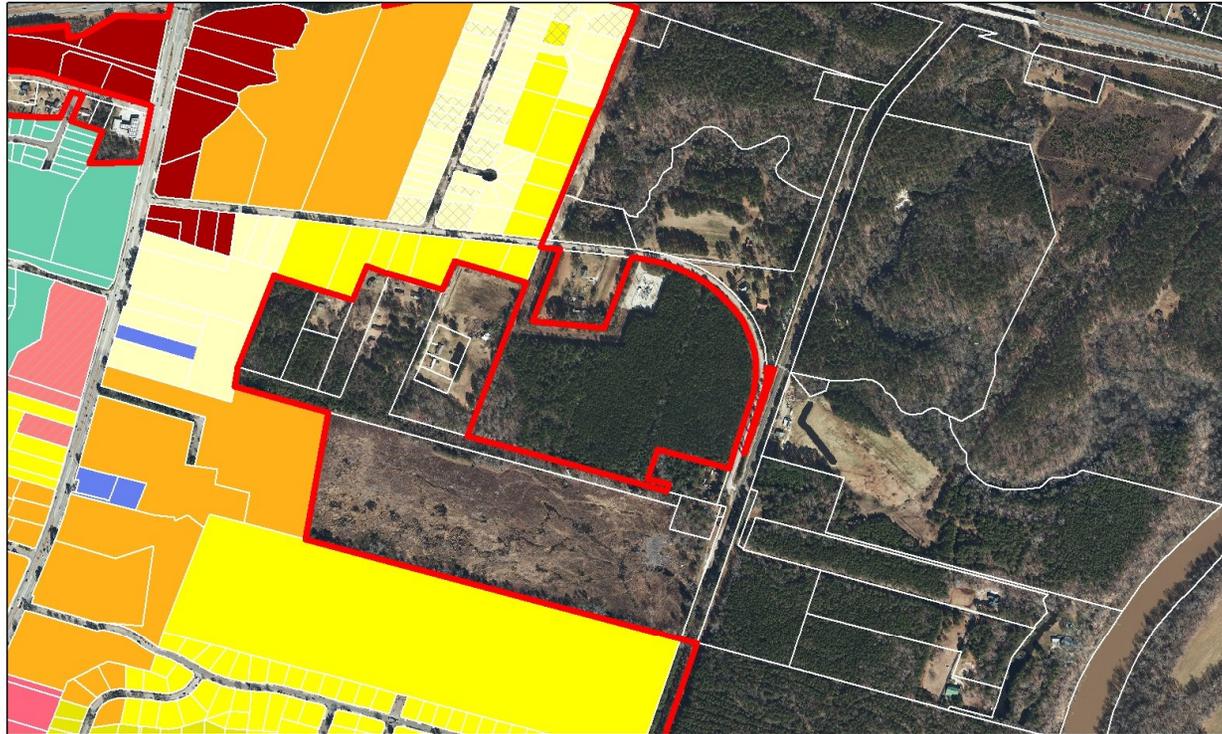
REQUEST: Initial Zoning of Annexed Property to CC/CZ

LOCATION: 430 Carver Falls Road



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





Zoning

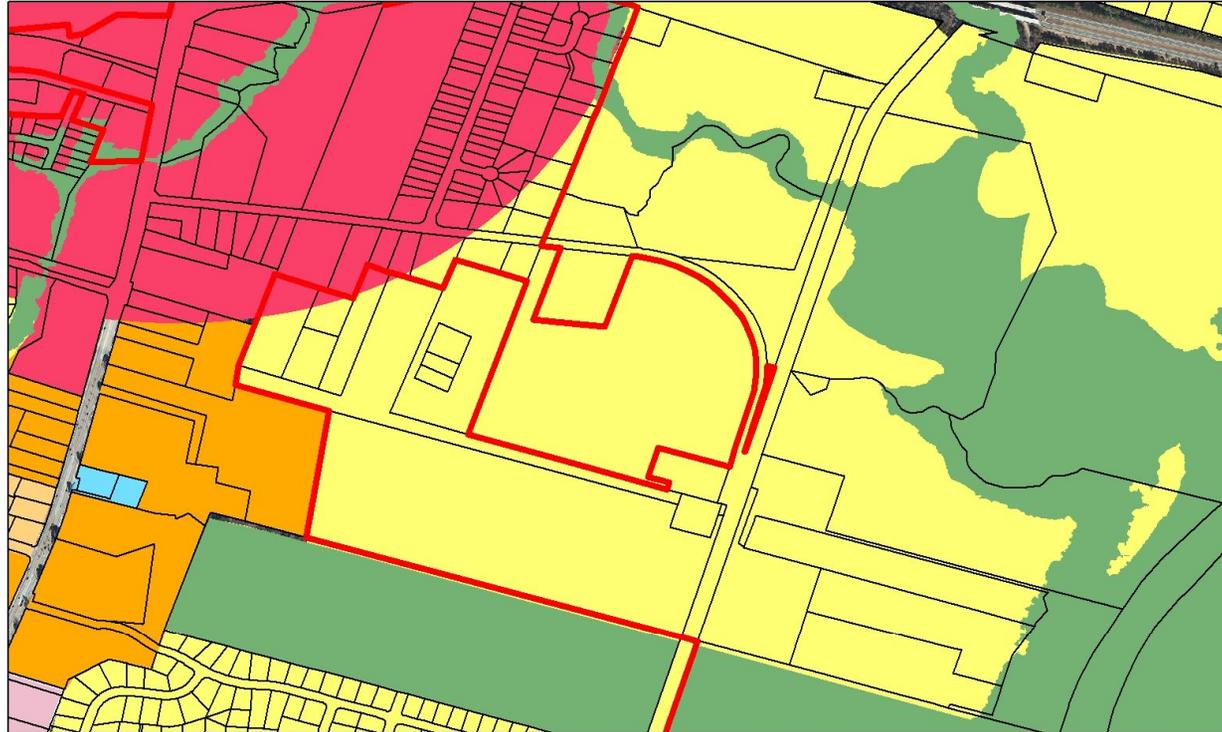
Case #: P25-47

REQUEST: PND to CC/CZ
 LOCATION: Unaddressed
 0540184339000

- | | |
|--|--|
|  City Boundary |  PND - Planned Neighborhood Development |
|  CC - Community Commercial |  SF-6 - Single-Family Residential 6 |
|  LC - Limited Commercial |  SF-6/MHO - Single-Family Residential 6 Manufactured Home Overlay |
|  LC/CZ - Conditional Limited Commercial |  SF-10 - Single-Family Residential 10 |
|  MR-5 - Mixed Residential 5 |  SF-10/MHO - Single-Family Residential 10 Manufactured Home Overlay |
|  OI - Office & Institutional |  SF-15 - Single-Family Residential 15 |

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





Future Land Use

Case #: P25-47

REQUEST: PND to CC/CZ
 LOCATION: Unaddressed
 0540184339000

- | | |
|--|---|
|  City Boundary |  HDR - HIGH DENSITY RESIDENTIAL |
|  PARKOS - PARK / OPEN SPACE |  NMU - NEIGHBORHOOD MIXED USE |
|  LDR - LOW DENSITY |  CC - COMMUNITY CENTER |
|  MDR - MEDIUM DENSITY |  OI - OFFICE / INSTITUTIONAL |

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





Surrounding Properties



1. The only permitted use is a solar energy generation facility (major utility) and its associated utility infrastructure; no other industrial or commercial activities would be allowed.
2. Mitigate off-site impacts by:
 - a) Require security fencing enclosing the ±35-acre solar array.
 - b) Preservation of the natural tree buffer around the perimeter with added streetscape landscaping for screening.
 - c) Establishment and maintenance of a minimum 100-foot undisturbed vegetative buffer measured from all property lines (with disturbance allowed only for necessary drive, emergency access, and utility crossings, which must be minimized and promptly restored).
 - d) And the use of minimal, downward-directed lighting to reduce glare and light spill. Operations would remain passive, with limited human presence outside of periodic inspections and routine maintenance.

*Possible added condition additional shrubs along the interior fence. This suggestion came from the neighboring owners.

- History/Status: 2017 TRC → revived Jun 2024; City (Feb-Mar 2025): County leads site review, City Traffic handles access, no annexation; RLUAC flagged glint/glare; County case ZON-24-0031 denied May 19, 2025 (refile after Jun 18, 2026); records compiled Aug 2025.
- Context: Wooded tract on Carvers Falls Rd; residential north; suburban apartments/retail toward Ramsey St/I-295; recreation/open space toward Cape Fear River – a transitional setting.
- Conditional Rezoning (CZ): Legislative map amendment with applicant-agreed conditions; TRC → Zoning Commission → Council; conditions bind the UDO map (“/CZ”).
- Proposed Conditions (high level): Only major utility (solar); ±35-acre fenced array; preserve perimeter trees + streetscape; 100-ft undisturbed buffer (limited crossings); minimal down-shielded lighting; passive operations.

- TRC Key Requirements:
 - Life safety/access: Knox, clear addressing/info, $\geq 20'$ gate width.
 - Zoning/fencing: Major utility $\geq 100'$ setbacks; security fence up to 8' via safety plan.
 - Landscaping/lighting: PWC-coordinated plans; qualified landscape plan; photometric plan; maintain continuous screening.
 - Stormwater/erosion: Infrastructure Permit; stormwater controls ($\geq 20k$ sf impervious); watershed cap; NCDEQ erosion permit.

- Military Compatibility: RLUAC to receive final plan; confirm prior glare findings with Fort Bragg (no issues expected).
- FLUP Consistency: Map = LDR + Park/Open Space; aligns with utility coordination, resiliency, greenways, stormwater, and neighborhood edge compatibility; avoids strip-commercial encroachment.
- Budget Impact: Negligible to City GF; PWC funds/builds/operates; no City capital; minimal service demand; trade-off = foregone near-term ad valorem.



The Planning Staff recommends that the City Council move to approve the proposed conditional rezoning to Community Commercial (CC/CZ), subject to the applicant's agreed-upon conditions, based on the following findings:

- The request is consistent with applicable City-adopted plans, including the Future Land Use Plan and Strategic Plan goals to focus reinvestment on serviced sites and to encourage context-appropriate nonresidential uses.
- The proffered conditions (e.g., setbacks, buffering/screening, lighting limits, and facility operations/maintenance) adequately mitigate potential impacts and ensure compatibility with adjacent uses.
- Adequate public infrastructure and safe site access exist or can be provided, and remaining site-specific issues (traffic, stormwater, environmental protection) will be addressed through the City's development review and permitting processes, avoiding undue adverse effects on public health, safety, or welfare.

The Zoning Commission denied the rezoning based their conclusion that the application did not meet the standards of the Consistency and Reasonable Statements. This denial has been appealed by PWC.

The Zoning Commission may take one of the following actions on this request:

1. Recommend that the City Council approve the application, subject to the conditions included in the application;
2. Recommend that the City Council approve the application, subject to any revised or additional conditions agreed to by the applicant, in writing;
3. Recommend that the City Council approve the application with a reduction in the area included; or
4. Recommend that the City Council deny the application.



 **FAYETTEVILLE** ^N_C
AMERICA'S CAN DO CITY

FayettevilleNC.gov

Project Overview
#1870043
Project Title: Carvers Falls Solar Utility Station

Jurisdiction: City of Fayetteville

Application Type: 5.5) Notice of Appeal

State: NC

Workflow: Staff Review

County: Cumberland

General Information
Project Tax PIN (Parcel): 0540184339000

Type of Decision, interpretation, or action, being appealed:

Denial of rezoning - conditional

City Project Identification Number of action being appealed:
 P25-47

Decision-making body responsible for the decision, interpretation, or action being appealed: Zoning Commission

Date of action that is being appealed:: 09/15/2025

Has an appeal been filed for this property within the last year?: No

Written Description of Request

Please identify what you are appealing. Provide supporting information you believe supports your opinion (supporting information may be attached on separate sheets and uploaded on the following application pages).

Written Description of Request:

Fayetteville Public Works Commission is appealing the denial of the conditional rezoning application for the Carvers Falls Solar Utility Station (PIN: 0540184339000, 40.54 acres) by the Zoning Commission. The reason for denial was based on the Commissions finding regarding the consistency and reasonableness of statement.

Supporting Information:

- **Consistency with Comprehensive Plan:**

The proposed amendment is consistent with the City of Fayettevilles long-range planning goals, which emphasize sustainable development and infrastructure modernization. The solar utility station supports environmentally responsible growth and aligns with objectives outlined in the Unified Development Ordinance and other planning documents.

- **Reasonableness of Request:**

The project is a passive, low-impact use that preserves natural buffers and minimizes disruption to surrounding residential and mixed-use areas. Strict conditions are proposed, including limiting the use to solar energy generation, fencing, natural tree buffers, and minimal lighting. These measures ensure compatibility with adjacent zoning districts and protect neighborhood character.

- **Community Need:**

The solar utility station directly addresses Fayettevilles demonstrated need for sustainable energy infrastructure. It supports the Public Works Commissions renewable energy initiatives and responds to public interest in clean energy options, as shown by strong participation in community solar programs.

- **Orderly Development Pattern:**

The project maintains compatibility with surrounding zoning through natural buffers and landscaping, and its passive operation ensures minimal disruption. It does not encourage premature development or strip-style commercial activity.

- **No Significant Adverse Impacts:**

The project is not expected to negatively impact property values or the natural environment, due to substantial buffering, erosion control measures, and the passive nature of the facility.

Primary Point of Contact

Project Contact - Primary Point of Contact

David Deschamps

Fayetteville Public Works Commission

955 Old Wilmington Rd

Fayetteville, NC 28301

P:9102234517

david.deschamps@faypwc.com



City of Fayetteville

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

City Council Action Memo

File Number: 25-4944

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing
(Public & Legislative)

Agenda Number: 8.04

TO: Mayor and Members of City Council

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

FROM: Robert Van Geons, FCEDC President & CEO

DATE: September 22, 2025

RE:
Public Hearing to Consider Project Superman

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal III - City Investment in Today and Tomorrow Project Superman would create 42 jobs paying an average annual wage exceeding \$66,700. This project would inject more than \$2.8 million in annual payroll into our community. The wages, tax revenue, and capital investment would have a substantial impact on our local economy.

Goal IV - City is a desirable place to live, work, & recreate Project Superman would create a significant number of jobs, with the lowest starting salary expected to be \$59,650, paying well above the Cumberland County's average annual wage of \$47,175. This would allow more Fayetteville and Cumberland County residents to secure higher paying jobs, resulting in an improved quality of life.

Executive Summary:

Project Superman is considering Fayetteville for the expansion of its current manufacturing operations. The project is also assessing other sites in multiple states. Incentives are being requested from the City and County to reaffirm our commitment to Project Superman and to demonstrate that our community is the right location for this project, and a public hearing has been set to approve or deny those incentives.

Background:

This Project would create 42 jobs in Fayetteville. The average wage for these jobs will exceed \$66,700, which is well above the Cumberland County average. Capital investment for this project is expected to be \$22 million.

Project Superman is considering a 75-acre undeveloped tract for its expansion, located near the Murchison Road Corridor. The entire site is currently in the City.

The project would utilize this site to manufacture structural steel fabrications.

We are requesting a \$327,487 incentive grant from the City of Fayetteville, to be paid in

annual installments over 5 years. A similar request as been made to the County.

Issues/Analysis:

If successfully secured, the City of Fayetteville and Cumberland County would benefit from the tax revenue generated by the facility, economic activity stimulated by its investment, and wages paid to the employees.

Project Superman is expected to generate an estimated \$781,239 in City Tax Revenue over a ten-year period. Net revenue, after incentives are paid, is expected to be \$453,752.

Budget Impact:

Project Superman will positively benefit the City's tax base, generating new property and sales tax revenue, while increasing local employment and earnings. The project will create a significant investment in real estate and equipment in the City of Fayetteville, with the total expected to be \$22 million.

Options:

Option 1: Approve the requested incentive grant to be paid out over five years as outlined above.

Option 2: Deny the request for incentives to support Project Superman.

Recommended Action:

FCEDC is requesting the City of Fayetteville approve the 5-year grant in keeping with the City's adopted incentive policy

Attachments:

PowerPoint Presentation



Project Superman

9.22.25

Project Superman

Background:

- Existing Fayetteville Company
- Currently Employees - 58
- Manufacturing Steel Operations
- Competing States: VA & SC

Proposed Project:

- Undeveloped 75-acre tract
- Additional 42 Full-Time Employees
- Avg. Salary to exceed \$66,700; Lowest starting salary expected to be \$59,650
- \$22M Investment in new buildings & equipment

Relationship to City Strategic Plan

- Goal III – City Investment in Today and Tomorrow
- Goal IV – City is a desirable place to live, work, and recreate

Project Superman

In keeping with City's adopted incentive policy, after the required public hearing, we are requesting approval of a 5-Year declining incentive grant, not to exceed \$327,487

- The grant would decline each year and be paid from a portion of the new tax revenue received
- The City would never grant more than is received in any year
- Over 10 years, at the current tax rate, the City would collect \$781,239 in new revenue, retaining \$453,752 after all incentives are paid

*Note: A similar request is being made of Cumberland County



Thank you for your time!



Robert Van Geons, CEcD
President & CEO
O: 910.500.6464
M: 704.985.3483
E: robert@fcedc.com

www.fcedc.com | (910) 500-6464 | info@fcedc.com



City of Fayetteville

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

City Council Action Memo

File Number: 25-4942

Agenda Date: 9/22/2025

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: David Webb, Project Manager (FNI Contractor)

DATE: September 22, 2025

RE:
Authorize PSAP (911 Center) Architectural Agreement

COUNCIL DISTRICT(S):

All Districts

Relationship To Strategic Plan:

Goal 1: Safe and Secure Community

Executive Summary:

The Public Safety Answering Point (PSAP) project was identified as a top priority in the 2022 Public Safety Bond. To proceed with the project, City of Fayetteville staff has been working for several months to identify an ideal property and select an architectural firm.

Through a qualifications-based process, the selection committee reviewed statements of qualifications and conducted interviews of several qualified architects. The recommended firm is Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio and they have provided the City with an AIA agreement to begin design.

Background:

The current City of Fayetteville PSAP, commonly called the 911 Center, is located in close proximity to a hazardous materials railroad right-of-way and is situated in the heart of downtown, an area of frequent civic activity and public gatherings. Over the past decade, the volume of emergency calls has significantly increased, necessitating additional staffing to maintain service levels. However, the current facility is constrained by limited square footage, which restricts the ability to expand operations and accommodate necessary personnel and technology upgrades.

Given the safety risks posed and the lack of expansion options, the City identified the PSAP as a priority project and voters overwhelmingly approved general obligation bond funding in 2022 for this project. The City contracted with Mission Critical Partners, an Owner's Advisor consulting firm specializing in PSAP operations, construction, and technology, to assist in a needs assessment, feasibility study, land acquisition, and architect selection for a new PSAP.

To facilitate progress, the City previously set up a capital project to allow staff to enter into

contract with Mission Critical Partners and begin the search for a suitable site and architectural partner for the new PSAP facility.

Issues/Analysis:

This project was one of the first initiatives undertaken by City staff following the approval of the 2022 General Obligation (GO) Bond. At Council's direction, staff re-engaged with Cumberland County to explore the possibility of a joint PSAP facility, including options for consolidation, co-location, or a hybrid approach. Discussions around the effort continue but without a formal agreement on how to progress. The City did utilize Mission Critical and the architect to apply for a state funded construction grant that was unsuccessful.

City staff has since refocused efforts to pursue a stand-alone PSAP facility tailored to Fayetteville's specific operational needs. The size of the proposed building has been adjusted accordingly from initial study phases, which considered consolidation. The stand-alone PSAP is an estimated 18,000 square foot facility, purpose-built to support the City's emergency communications requirements now and into the future.

Budget Impact:

None - Included in the project budget.

Options:

1. Authorize the City Manager to execute AIA agreement to contract HORD Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio for the design and construction administration of the facility for a fixed fee of \$1,495,000 for architectural services, and an allowance NTE \$275,000 for civil engineering and landscape architecture services for site development.
2. Do not authorize City Manager to execute AIA agreement to contract Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio for the design and construction administration of the facility and provide further guidance.

Recommended Action:

Authorize the City Manager to execute AIA agreement to contract Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio for the design and construction administration of the facility for a fixed fee of \$1,495,000 for architectural services, and an allowance NTE \$275,000 for civil engineering and landscape architecture services for site development.

Attachments:

AIA Document B101-2017
1B Attachment A_Fayetteville FY26 NC911 Grant Timeline
PowerPoint Presentation



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the March day of 10 in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

City of Fayetteville, NC
433 Hay Street
Fayetteville, NC 28301

and the Architect:
(Name, legal status, address and other information)

Hord Coplan Macht, Inc.
d/b/a SCHRADERGROUP Studio
4208 Six Forks Road, Suite 1000
Raleigh, NC 27609
Telephone: 919-825-4882

for the following Project:
(Name, location and detailed description)

Architectural/Engineering Services for 911 Communication Facility

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The City of Fayetteville 911 Center programming is an estimated 21,000 gross square feet. The facility will house the City of Fayetteville 911 Center, complete with training and operationally necessary administrative space. Enhanced security, technology, and structural needs will be met as required.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The City has yet to select the physical site for the future 911 center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

City of Fayetteville Budget is \$16,500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(1514697273)

The provided dates are an estimated schedule based on achievable design timeframes. Site selection, CMAR selection and owner availability will affect this schedule.

Design Process – November 2025 – November 2026 as follows:

- .2 Construction commencement date: - To be determined
- .3 Substantial Completion date or dates: - To be determined
- Final Completion To be determined
- .4 Other milestone dates:
Owner Transition – To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lisa A. Reid, 911 Communications Manager
City of Fayetteville, NC
433 Hay Street
Fayetteville, NC 28301
Telephone: 910-433-1914

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Joseph A. Staton, Jr.,
Project & Contract Manager
City of Fayetteville | 225 Ray Avenue Suite 102 | Fayetteville, NC

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Architect shall be responsible to Owner for all oversight and supervision of the Architect, and its Consultants, Contractors, and Subcontractors. Architect shall also be responsible and liable to Owner for all deficiencies in the performance of the Architect, its Consultants, Contractors, and

Subcontractors, and same must be approved by Owner in advance of the Consultant, Contractor, or Subcontractor beginning to perform Work relating to the Project. Architect shall not change or replace the designated Architect, Consultants, Contractors, or Subcontractors without Owner's written approval. In the event the Owner directs the Architect to remove any of Architect's Consultants, Contractors or Subcontractors, the Architect shall do so promptly and in no event in more than three (3) days from the Owner's direction.

.1 Geotechnical Engineer:

Architect to assist in developing a Request for Proposal to procure a Geotechnical Engineer.

.2 Civil Engineer:

Provided by Architect as a supplemental service.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Mission Critical Partners
690 Gray Woods Blvd
Port Matilda, PA 16870A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David Schrader, FAIA, LEED AP, A4LE Fellow, Managing Partner
Patrick McFeely, Public Safety Market Leader
Craig Schulz, Mission Critical Facility Expert
4208 Six Forks Road, Suite 1000
Raleigh, NC 27609
Telephone: 919-825-4882

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEC/Lynch Mykins (WBE)
301 N. West Street, Suite 105
Raleigh, NC 27603
Telephone: 919-782-1833

.2 Mechanical, Electrical, Plumbing & Fire Protection Engineer:

Optima Engineering
434 Fayetteville, Suite 2450
Raleigh, NC 27601
Telephone: 919-926-2229

.3 Site/Civil Engineer and Landscape: (will be retained as an allowance)

Timmons Group, Inc.
5410 Trinity Road, Suite 102

Raleigh, NC 27607
Telephone: 919-866-4933

.4 Interior Design:

Hord Coplan Macht, Inc.
d/b/a SCHRADERGROUP Studio
153 East King Street, Suite 211-212
Lancaster, PA 17602
Telephone: 717-299-8965

.5 Cost Estimating:

Red Bird
102 Clendenen Ct.,
Cary, NC 27513
Telephone: 703-200-9778

.6 Technology/Audiovisual:

Optima Engineering
434 Fayetteville, Suite 2450
Raleigh, NC 27601
Telephone: 919-926-2229

.7 Acoustical:

Thornburn Associates
3131 RDU Center Drive, Suite 105
Morrisville, NC 27560
Telephone: 919-463-9995

§ 1.1.11.2 Consultants retained under Supplemental Services:

Timmons Group – Surveying Services
610 E. Morehead St., Suite 250
Charlotte, NC 28202
Telephone: 704-602-8600

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall make request to the City Council to adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. In performing its services under this Agreement, the Architect shall comply with all applicable federal, state and local standards, codes, statutes, laws, regulations, ordinances and all other legal requirements. The Standard of Care for Design Services provided by Architect shall be the degree of care and skill used by members of the architectural/engineering profession performing design services for projects of comparable scale and complexity in the United States. Architect's obligations under this section shall survive the completion of the Design Services and the termination of this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. The design shall be a deliverable and licensed for use by the Owner.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The design shall be a deliverable and licensed for use by the Owner.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Design Development Documents shall be a deliverable and licensed for use by the Owner.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Construction Documents shall be a deliverable and licensed for use by the Owner.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project unless noted otherwise. The Architect shall provide the listed Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Services and the Owner’s Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect, Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect, Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect, Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, Allowance
§ 4.1.1.9 Landscape design	Architect, Allowance
§ 4.1.1.10 Architectural interior design	Architect, Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect, Basic Services
§ 4.1.1.15 As-designed record drawings	Architect, Basic Services
§ 4.1.1.16 As-constructed record drawings	By Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect – One Year (1) Walk Through
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, Basic Services
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect, Basic Services
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect / Owner – Owner will supervise furniture and furnishings design; Owner and Architect will supervise equipment design
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

To the extent that the Owner desires the Project to be constructed in accordance with LEED certification, the Owner and Architect shall agree upon a mutually agreeable scope of services and amount for such additional services, which shall be set forth in an amendment to this Agreement.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. Architect will be compensated by the Contractor on a T&M basis for reviews beyond the rejection of the second review.
- .2 Twenty-Eight (28) bi-weekly (once every two weeks) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives Claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes damages asserted by the Architect for principal office expenses, including the compensation of personnel stationed there, home office overhead, for losses of financing, business and reputation, and for loss of profit.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in Fayetteville, NC.
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

All fees earned by the Architect to the date of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

Fixed fee of \$1,495,000.00 for basic architecture services, based on a construction budget of \$16,500,000 and an estimated 18,000sqft facility. The architect reserves the right to renegotiate the fee based on an increase in budget or size of the facility.

Allowance of NTE \$275,000.00 to cover Civil Engineer and Landscape Design and Site and Land Development.

.2 Percentage Basis

(Insert percentage value)

.3 Other

(Describe the method of compensation)

Site and Land Development Services will be confirmed once a building site location is determined. Potential site and land development services would be considered additional services and would include but, not limited to the following covered under allowance covered in 11.1.1:

Site Survey-Topography	\$ TBD -
Private Utility Locator	\$ TBD
Minor Subdivision Plat	\$ TBD
Waste Water Pump Station Design	\$ TBD
Site Determination review/per site	\$ TBD
Environmental Studies	\$ TBD
Wetlands/Stream Delineation	\$ TBD
Wetlands/Stream/Buffer Confirmation	\$ TBD

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fees for Architect’s Supplemental Services will be negotiated on a case-by-case basis once the parameters are determined and agreed upon in writing with the City of Fayetteville, utilizing the Hourly Rate Schedules in Exhibit A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Fees for Architect’s Supplemental Services will be negotiated on a case-by-case basis once the parameters are determined and agreed upon in writing with the City of Fayetteville, utilizing the Hourly Rate Schedules in Exhibit

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus three percent (3 %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Not applicable.

Init.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-Five	percent (25	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per Hourly Rates provided in Exhibit A.

Employee or Category	Rate (\$0.00)
Per Hourly Rates provided in Exhibit A.	N/A

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 **Owner authorized transportation** and out-of-town travel and subsistence.
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9
- .10
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

(Paragraphs deleted)

§

§ 11.8.3 Owner is responsible for all fees related to securing approval of authorities having jurisdiction over the Project, including permitting fees for both the Project and land development expenses. §

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Delays and Extensions of Time

- .1 If the Architect is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Contractor, of an employee of either, or of a Consultant; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay deliveries, unavoidable casualties, natural occurrences beyond Owner's and Architect's control or other causes beyond the Architect's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolutions; (5) Pandemic related issues including guidelines or regulations put in place by Federal, State or Local governments, or by guidelines or regulations imposed by a building or property Owner; (6) by other causes that the Owner asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the parties may determine.
- .2 Claims relating to time shall be made in accordance with applicable provisions of Article 11.3.
- .3 This Section 12.1 does not preclude recovery of damages for delay by either party under other provisions of the Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

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User Notes:

(1514697273)

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – SCHRADERGROUP Team 2025 Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit B - City of Fayetteville Professional Service Agreement/Scope of Work and Terms Document
Exhibit C – Accountability Matrix provided by MCP

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

David Schrader, FAIA, LEED AP, A4LE Fellow,
Managing Partner

(Printed name, title, and license number, if required)

EXHIBIT A

2025 BILLING RATES
Standard Billing Rate Table

PRINCIPALS / ASSOCIATE PRINCIPALS	RATE
Principal V	410
Principal IV	320
Principal III	265
Principal II	235
Principal I	200

ARCHITECTURE	
Architect IV	225
Architect III	195
Architect II	165
Architect I	135
Designer IV	195
Designer III	150
Designer II	120
Designer I	110

CONSTRUCTION	
Construction Coordinator	235
Construction Manager	180

STRUCTURAL ENGINEERING	
Structural Engineer	170
Structural Designer	120

LANDSCAPE ARCHITECTURE	
Landscape Architect III	170
Landscape Architect II	160
Landscape Architect I	135
Landscape Designer II	115
Landscape Designer I	110

INTERIOR DESIGN	
Certified Interior Designer III	205
Certified Interior Designer II	150
Certified Interior Designer I	130
Interior Designer III	150
Interior Designer II	130
Interior Designer I	110

SPECIFICATION	
Specifier III	225
Specifier II	145
Specifier I	125
Specifier Admin	115

GRAPHICS	
Architectural Illustrator	230
Senior Graphic Designer	210
Visualization Manager	160
Graphic Designer III	160
Graphic Designer II	130
Graphic Designer I	110

OTHER	
Public Safety Specialist	230

Rates are subject to change on January 1 every year.

Fayetteville PSAP Project Timeline/ Milestones

Phase	Activities	Duration (Months)	Timeframe	Milestone
Site Acquisition & Due Diligence JAN 2026	Identify and secure site; conduct environmental, zoning, and geotechnical studies	6	Months 1–6	Site Identified
Planning & Preliminary Design	Needs assessment, stakeholder engagement, high-level facility and tech planning	3	Months 1–3	Design Kickoff
CMAR Procurement & Pre-Construction	CMAR selection to allow CMAR involvement starting in Month 4	3	Months 1–3	CMAR Selected
Detailed Design & Permitting	Architectural/engineering design, tech specs, construction documents, permitting; CMAR support begins (constructability, estimating, scheduling)	9	Months 4–12	Design Complete
Pre-Construction	Value engineering, early bid packages, site prep mobilization	3	Months 10–12	
Construction (CMAR)	Full facility build incl. site work, structure, MEP; overlaps with late design	20	Months 13–32	Construction Start
Technology Installation	CAD, radio, call-handling, IT infrastructure, furnishings	3	Months 30–32	Tech Systems Installed
Testing & Staff Training	System testing, failover testing, dispatcher and tech staff training	2	Months 33–34	Testing Complete
Transition & Go-Live	Phased migration from old PSAP, final cutover	1	Month 35	Go-Live
30-Day Operational Test Period	Monitor operational load, identify/correct issues, validate performance	1	Month 36	Operational Validation
Project Closeout	Final inspections, documentation, lessons learned, warranty & support setup	1	Month 37	Closeout Complete
Buffer / Contingency Time FEB 2029	Float for delays, punch list, phased overlaps	1	Month 38	Project Complete



911 Center & Schrader
Group Architecture

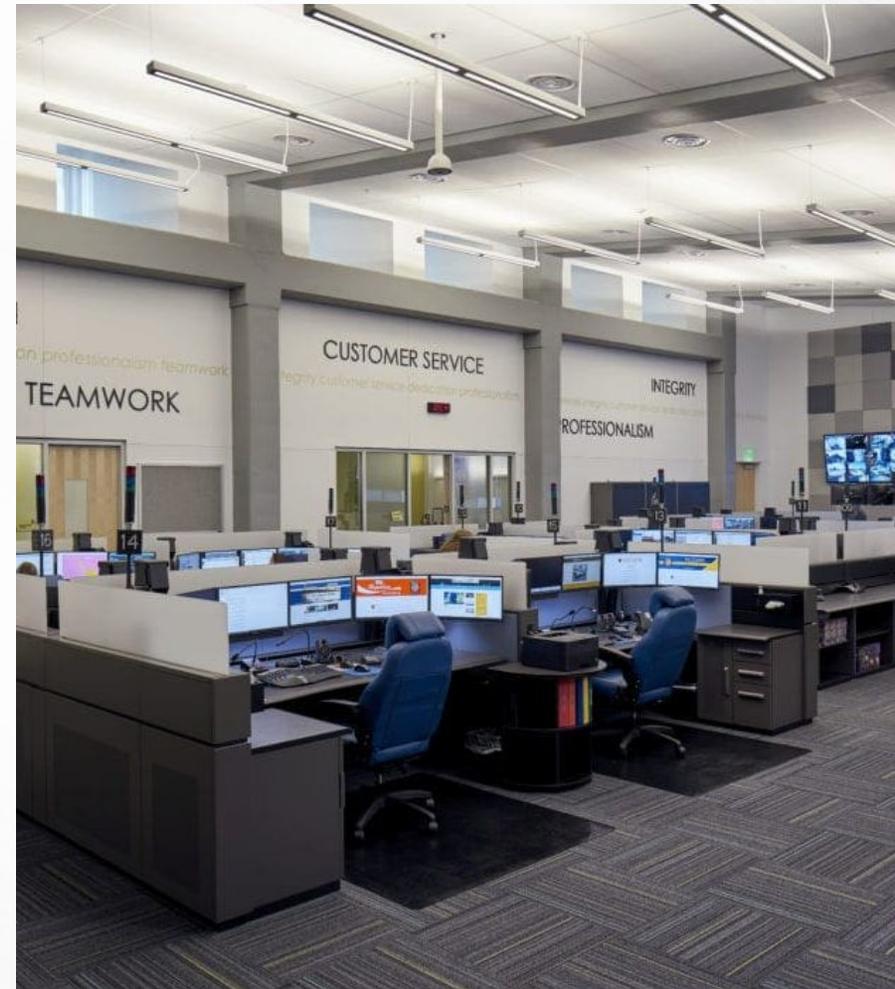
Date: September 22, 2025



A facility, with appropriate use space, room to growth and training space has a gross square footage of 18,280 GSF.

- 18** 911 workstations
- 3** Seat tactical ops/simulation room
- 14** Administrative offices
- 16** Seat conference room
- 90** Seat lecture style classroom

Secure data center
Kitchen/Break room
Restrooms



Schrader Group Architecture (SGA) was highest scoring in Request for Qualifications

Schrader Group Architecture was #1 choice of project team after interviewing top three candidates.

Schrader Group has provided a basic AIA Agreement to provide Design, Construction Administration for City of Fayetteville 911 Center



- Over 50 public safety and law enforcement projects
- Nationally ranked by multiple publications
- Winners of multiple design awards for mission critical facility design
- Speakers at NENA, IACP, APCO and AIA
- Projects nationally
- Offices in Raleigh, Philadelphia, Pittsburgh, Lancaster, and Baltimore

SCHRADERGROUP



Facility Construction Timeline = 3+ Years

Feasibility – 3 months



Architect Selection – 3-5 months



Design – 12 months



Construction Planning – 2 months



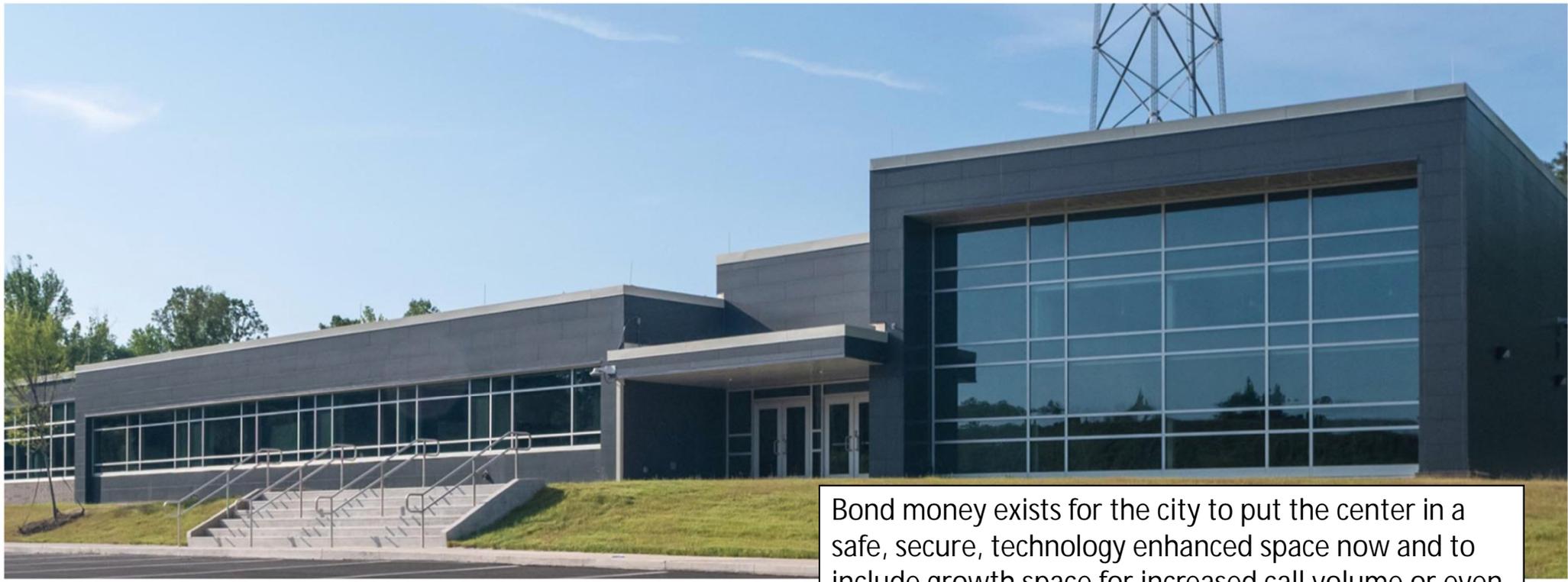
Construction – 18 months



Migration and Transition – 4 months



** October 2025 to December 2028



Chatham County 911 Center – SGA 2023

Bond money exists for the city to put the center in a safe, secure, technology enhanced space now and to include growth space for increased call volume or even future consolidation. SGA has a top reputation in E-911 design to support the vision of a 20+ year future-proof facility.

Why Move Forward Now

Cost Increases: Construction costs have escalated 27% in the past 3 years. Even stabilized the annual increase is 4-6%. That is \$800,000 for every year the project is delayed.

Risk: The facility is not protected from a rail incident; there are not appropriate setbacks to protect the 911 service and staff from a bad actor.

Growth: The call volume supports the hiring of additional 911 professionals however, the facility does not have the room to accommodate the workstations.

NC911 Grant: City of Fayetteville is eligible for \$8,700,000 in construction costs under the Public Safety Answering Point annual grant as well as other costs associated with the construction. That cycle begins in February 2026 but only primary centers are eligible.



 **FAYETTEVILLE** ^N_C
AMERICA'S CAN DO CITY

FayettevilleNC.gov



City of Fayetteville

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

City Council Action Memo

File Number: 25-4904

Agenda Date: 9/22/2025

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Other Items of
Business

Agenda Number: 9.02

TO: Mayor Colvin and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Joy Haddock, Deputy Tax Collector, PWC

DATE: September 22, 2025

**RE:
Appeal of Sewer Assessment - 3162 Bittersweet Drive, 28306**

COUNCIL DISTRICT(S):

6

Relationship To Strategic Plan:

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

Executive Summary:

On June 25, 2025, PWC received a Utility Assessment Appeal from property owners Winkler D. Oxendine and Lauren M. Brannon (Oxendine) regarding 3162 Bittersweet Drive, Fayetteville, NC 28306, pursuant to NCGS 105-381. The subject property is in Phase 5 Project Area 32 East, Section 1 and was listed on the assessment roll confirmed by City Council on February 10, 2025 for sewer service. The property owners do not want to connect to the sewer lateral because their septic lines have recently been replaced, and the sewer lateral will not be placed in front of their house. They argue that they should not have to pay the assessment until the property is connected to PWC sewer.

Under the statute, the governing body of the taxing unit must determine whether the taxpayer has a valid defense to the tax imposed or any part thereof. Based on the statute, it appears that the property owners do not have a valid defense to the enforcement of the collection of the tax assessed upon their property.

Background:

On January 13, 2025, the City Council held a public hearing on the assessment roll proposed for the extension of a sanitary sewer collection system to serve all or a portion of the Area 32 East Section 1. On February 10, 2025, City Council adopted a resolution confirming the Phase 5 Area 32 East Section 1 assessment roll and levying assessments.

PWC and the City entered into an agreement dated as of May 12, 2008 (and amended December 2009, May 2010, June 2012, June 2016 and May 2017), whereby PWC is to install water and sanitary sewer infrastructure for services to an area identified as Annexation Phase V. To fund the construction of the infrastructure, the City shall assess each residential lot the full cost for water and sanitary sewer improvements, or \$5,000

whichever is less. If the City assesses less than \$5,000, the difference shall be deducted from the Electric Operating Transfer, which is an amount payable from PWC to the City.

The property owners submitted a statement of defense to PWC on June 25, 2025. PWC submitted the statement to the City on July 29, 2025. The City Council must respond no later than September 23, 2025. The property owners' statement of defense is attached as well as additional background documentation, for Council's consideration.

Under NCGS § 105-381, any taxpayer may assert a valid defense to the enforcement of the collection of a tax assessed upon his property. The statute outlines the three valid defenses: 1) A tax imposed through clerical error; 2) An illegal tax or 3) A tax levied for an illegal purpose. Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made.

NCGS 160A-216 authorizes cities to make special assessments against benefited property within its corporate limits for constructing, reconstructing, extending, or otherwise building or improving water, sewage collection and disposal systems of all types.

NCGS 160A-317 and Fayetteville City Code Section 28-5 authorize the City of Fayetteville to require connections to water and sewer service.

Additionally, Section 28-6 of the Code provides that PWC shall have the sole and exclusive right to tap or connect with the water and sewer lines in the municipality, charging for such taps or connections, and any repairs or replacements thereto, the reasonable cost to be fixed by and paid to the commission by the person for whom such work shall be done.

Issues/Analysis:

The property owners do not want to pay the assessment fee because the lateral will not be located in front of the property, causing the cost to be higher; also, their septic lines were recently replaced.

Budget Impact:

The City must cover any amount that is forgiven.

Options:

1. Determine that the property owners do not have a valid defense to the tax imposed or any part thereof and notify them in writing that no release or refund will be made.
2. Determine that the property owners have a valid defense to the tax imposed or any part thereof, and release or refund that portion of the amount that is determined to be in excess of the correct tax liability, and notify them of such.

Recommended Action:

Staff recommends that Council determine that the property owners do not have a valid defense to the \$5,000.00 assessment levied for sewer service.

Attachments:

Appellants' Documents
Background Documents

RECEIVED
6-25-25

City of Fayetteville
Public Works Commission
Fayetteville, North Carolina

UTILITY ASSESSMENT APPEAL

This form is provided as a means for presenting an appeal of a water and/or sewer assessment by the City of Fayetteville. The City of Fayetteville by and through The Public Works Commission is governed by the General Statutes of North Carolina. Under the General Statutes, an assessment is treated as a tax for collection purposes. Under General Statute 105-381 a tax may be released for the following:

1. A tax imposed through clerical error;
2. An illegal tax
3. A tax levied for an illegal purpose.

If the above statutory requirements are applicable please read and follow the instructions below:

Complete the required contact information below (print or type) and attach a written statement of your position on the assessment lien. Please include any documentation that supports your claim. Mail this form, your written statement and all documentation to:

Public Works Commission
Attention: Assessment Department
P O Box 1089
Fayetteville, NC 28302-1089

PWC will forward your information to the appropriate personnel at the City of Fayetteville who will respond back to you within 90 days.

CONTACT INFORMATION

Property Owner Name: Winkler Orendon's Home Owner

Mailing Address: 3162 Butterworth Drive Fayetteville NC

Parcel Identification Number: _____

Property Address: 3162 Butterworth Drive Fayetteville NC

Home Telephone #: (910) 416-3251 Work Telephone #: ~~(910) 416~~ 910-391-2575

RECEIVED
6-25-25

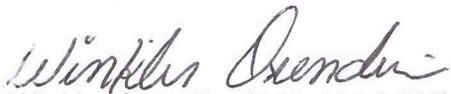
To Whom It May Concern:

We would like to start by thanking you for your services and informing PWC that we have successfully connected to city water. However, we do not desire to connect to the sewer system at this time. By connecting to the sewer lines, it would cause an unnecessary financial strain. We purchased our property at 3162 Bittersweet Drive approximately 5 years ago. We not only had an inspection of our septic system, but the previous owners had just recently spent \$10,000 replacing the septic lines.

We met with 2 different PWC project managers at our home and it was brought to our attention that the sewer ends at the very start of our property line. We are the last house on a dead-end street and despite the original plans (told to us by PWC) to extend the sewer to the end of the street, it was modified to stop the sewer line short to decrease project costs. This has a great impact on our ability to connect because the septic tank is much further down our property, making the distance from septic to sewer significant. This means a much higher cost in parts and labor as opposed to the fees most of our neighbors incurred. In other words, instead of a straight connection directly in front of our septic like the other properties we would have to go across our yard long ways at a diagonal. The plumber also informed us that due to the gradient of land we would also have to have the pipes significantly deeper than the average connection that would in turn cross over and/or destroy relatively new septic lines.

We do not believe it to be fair that PWC's decision to save money should be at our expense. We should not be held responsible for the assessment fee, especially considering we do not even have sewer access directly in front of our home. We have presented this information with the desire to appeal these additional charges. We appreciate your services and are aware that in the future if there are any issues with our septic and require us to hook up to the sewer, we may then be charged for these fees. Thank you for your time and consideration.

Sincerely ,


Winkler Oxendine (910-416-3251)


Lauren Oxendine (901-391-2575)

Assessment Appeal Review Form

(This section to be completed by Accounting)

Property Owners Winkler D. Oxendine and Lauren M. Brannon
Property Owner remitting Appeal: Winkler D. Oxendine and Lauren M. Brannon
Date Appeal Received 6/25/2025
Date Appeal Due 9/23/2025
Phase 5 Project Area 32East Section 1
Parcel Number: 9495-50-0278
Property Address: 3162 Bittersweet Drive
Assessment Confirmation Date: 2/10/2025
Account Number (if applicable): 7857220794

Cumberland County Tax Record Information

Property Class: R101-RES
Road Frontage in feet: 254.26 feet
Legal Description: Wendover Place LO:9 SE:01 PL:0061-0032

(This section to be completed by WRE)

Basis for Owner's appeal (summarize appeal):

Mr. Winkler does not want to connect due to the septic lines have recently been replaced. He feels his cost to connect will be higher due to the placement of the sewer lateral not being in front of his house. He states he should be charged these fees if and when he connects to PWC sewer.

Findings regarding appeal: WRE

The property received sanitary sewer service as part of Phase V Annexation Area 32 East Section 1 and should be assessed. The location of the lateral is not always advantageous to the property owner, however, his parcel is served as part of the project. The sanitary sewer main was not extended to the next property boundary nor would it be required. There is no advantage in serving this property as it is a storm water pond for the neighboring subdivision that already has access to sanitary sewer.

Does the appeal meet any of the following (3) criteria for changing the assessment?

1. A tax imposed through clerical error Yes _____ No X
2. An illegal tax Yes _____ No X
3. A tax levied for an illegal purpose Yes _____ No X

Is this assessment residential or non-residential? residential

Is the assessment residential but being charged a non-residential amount? If so, please state the reason.

No

Other facts regarding appeal, list here:

The placement of the lateral is determined in the design phase of the project.

Mr. Oxendine did connect to PWC water in October 2024.

Completed By: Joy Haddock Date: 07/03/2025



Property Summary

Data last updated on: 7/2/2025 Ownership current as of: 6/24/2025 Tax Year: 2025

REID 9495500278000

PIN # 9495-50-0278

[Print Property Info](#) [Search Results](#) [New Search](#)

Location Address
3162 BITTERSWEET DR

Property Description
WENDOVER PLACE LO:9 SE:01 PL:0061-0032

Property Owner
OXENDINE, WINKLER D.,BRANNON, LAUREN M.

Owner's Mailing Address
3162 BITTERSWEET DR
FAYETTEVILLE NC 28306

- [Parcel](#)
- [Buildings](#)
- [Misc Improvements](#)
- [Land](#)
- [Deeds](#)
- [Documents](#)
- [Notes](#)
- [Sales](#)
- [Sales Comparison](#)
- [Photos](#)

Administrative Data

Plat Book & Page	0061-0032
Old Map#	
Market Area	3552
Township	NONE
Planning Jurisdiction	COUNTY
City	FAYETTEVILLE
Fire District	
Spec District	
Land Class	R101-RES
History REID 1	
History REID 2	
Acreage	1.81
Permit Date	
Permit #	

Transfer Information

Deed Date	06/26/2020
Deed Book	010803
Deed Page	00370
Revenue Stamps	484.00
Package Sale Date	06/26/2020
Package Sale Price	\$242,000
Land Sale Date	
Land Sale Price	

Improvement Summary

Total Buildings	1
Total Units	0
Total Living Area	2,213
Total Gross Leasable Area	0

Property Value

Total Appraised Land Value	\$112,500
Total Appraised Building Value	\$190,673
Total Appraised Misc Improvements Value	\$4,972
Total Cost Value	\$308,145
Total Sales Comp Value	\$319,300
Total Appraised Value - Valued by Sales Comp -	\$319,300

Other Exemptions	
Exemption Desc	

Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	

Total Taxable Value	\$319,300
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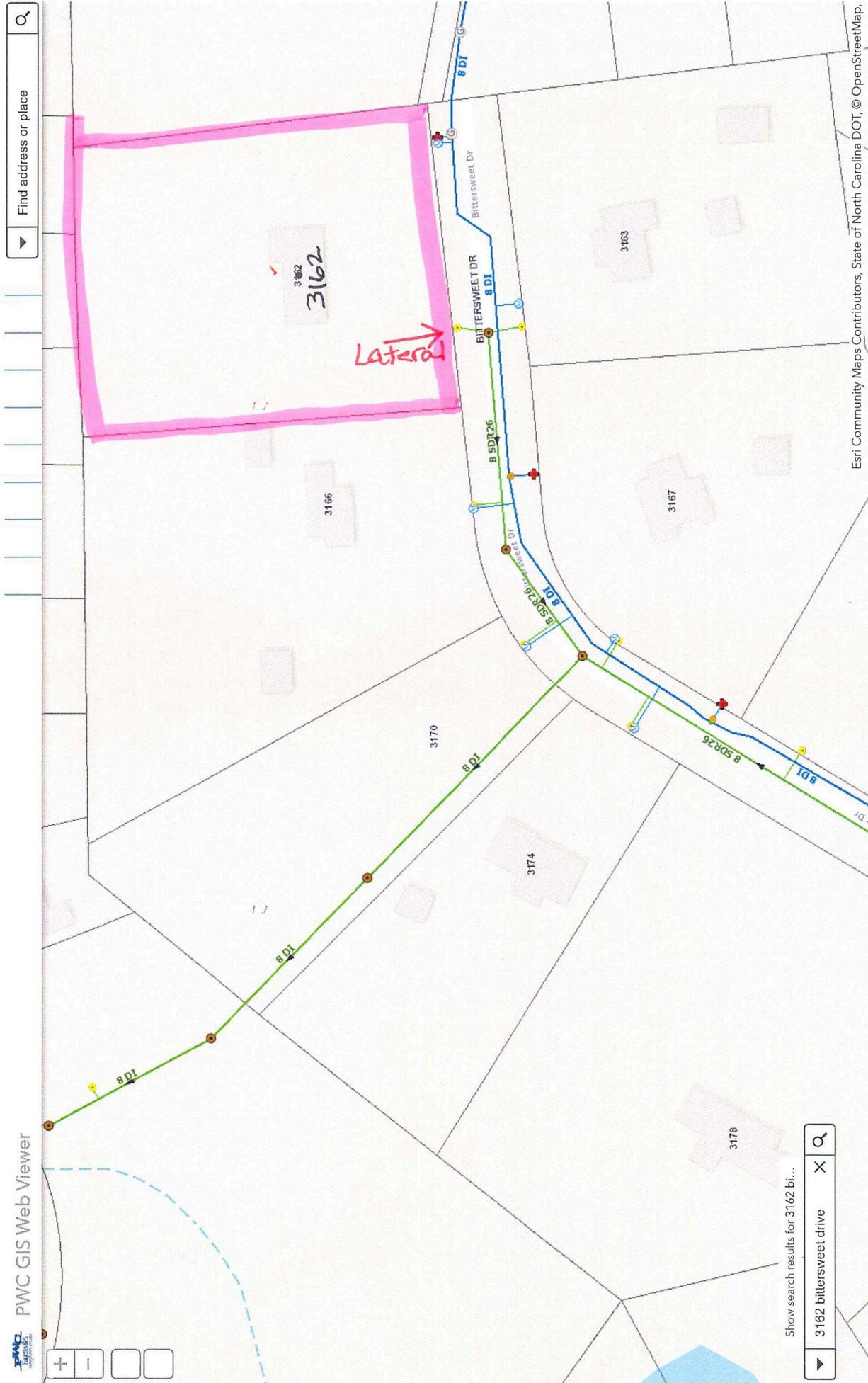
Show search results for 3162 bi...

3162 bittersweet drive X



0 50 100ft

-79.016346 34.987475 Degrees



Property Summary

Adj. Lot

Tax Year: 2025

REID	9495503391000	PIN	9495-50-3391	Property Owner	HAIRR FAMILY LLC
Location Address	0 CRAGBURN PL	Property Description	LEGACY @ TRAEMOOR REV TO LTS 23, 24 & POND LOT PL:0149-0166	Owner's Mailing Address	3077 N MAIN ST STE 103 HOPE MILLS NC 28348

Administrative Data	
Plat Book & Page	0149-0166
Old Map #	
Market Area	9399
Township	NONE
Planning Jurisdiction	COUNTY
City	FAYETTEVILLE
Fire District	
Spec District	
Land Class	F100-RURAL
History REID 1	
History REID 2	
Acreage	2.61
Permit Date	
Permit #	

Transfer Information	
Deed Date	5/24/2023
Deed Book	011740
Deed Page	00692
Revenue Stamps	
Package Sale Date	
Package Sale Price	
Land Sale Date	
Land Sale Price	

Improvement Summary	
Total Buildings	0
Total Units	0
Total Living Area	0
Total Gross Leasable Area	0

Property Value	
Total Appraised Land Value	\$783
Total Appraised Building Value	
Total Appraised Misc Improvements Value	
Total Cost Value	\$783
Total Appraised Value - Valued By Cost	\$783
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$783

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data											
Total Misc Improvements Value Assessed:											

Land Summary

Land Class: F100-RURAL				Deeded Acres: 2.61				Calculated Acres: 2.61			
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value				
SF10		6500-RETENTION POND	2.61 BY THE ACRE PRICE	\$300			\$783				
Total Land Value Assessed: \$783											

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	HAIRR FAMILY LLC	DE-DEED	100	0		011740	00692	5/24/2023
1 Back	HAIRR FAMILY LLC	WD-WARRANTY DEED	100	0		008605	00175	3/11/2011

Notes Summary

Oxendine - 3162 Bittersweet Drive (PIN #9495-50-0278) Assessment timeline

Date	Information
4/2/2018	Survey and appraisal notice mailed to property owners
11/12/2019	Preliminary Assessment Resolution adopted
1/15/2020	Copy of Preliminary Assessment resolution and Notice of Public Hearing mailed to property owners
2/10/2020	Public Hearing held
12/31/2021	PWC construction design was completed
5/10/2022	Sewer Installation Community informational meeting held, according to the meeting sign in sheet Mr. Oxendine did not attend
6/30/2022	PWC construction started
1/31/2024	PWC construction completed
4/1/2024	Connection letters mailed to property owners
4/3/2024	Sewer Connection Community meeting held
8/31/2024	Property owner spoke with WRE about complaints
12/9/2024	Resolution declaring cost and ordering preparation of Preliminary Assessment role approved by City Council
12/31/2024	Assessment recommendation and Notice of Public Hearing mailed to property owners
1/13/2025	Public Hearing held
1/30/2025	Assessment Community Informational Meeting held
2/10/2025	Assessments approved by City Council
4/10/2025	Property owner called PWC Assessments (Joy) insisting he should not be charged and will not pay the bill, mailed Appeal form
6/25/2025	Received Appeal form in the mail with property owners' written statement
6/25/2025	I reached out to WRE to address the reasons Mr. Oxendine gave for a reduction of the assessment
6/26/2025	Start of the internal appeal information form.

Facts on sewer lateral placement

The lateral placement is determined in the design phase based on multiple factors.

PWC design considers existing septic tank records (if available – some records were lost and/or destroyed in previous flooding events). These records are requested from Cumberland County Health Department.

PWC's designer/surveyors attempt to determine the location based on finished floor elevations, the ability to turn the existing plumbing under the house, and/or ease of routing around slab foundations.

PWC's design also considers existing field conditions – wells, existing utilities, and/or trees. In order to minimize disruption and/or removal, we consider the location based on reducing impacts to these items.

PWC discusses the lateral placement at the preconstruction meeting and that the option to move it may be impacted by these factors. Once it is installed, PWC will not relocate the lateral as the work has been completed.

PWC also avoid putting cleanouts/meter boxes in driveways.