

City of Fayetteville

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

Meeting Agenda - Draft City Council Regular Meeting

Monday, January 24, 2022

7:00 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 CITY MANAGER REPORT

6.0 APPROVAL OF AGENDA

7.0 CONSENT AGENDA

7.01 [21-2473](#) Approval of Meeting Minutes:
January 3, 2022 - Work Session
January 10, 2022 - Discussion of Agenda Items
January 10, 2022 - Regular

Attachments: [010322 WKS](#)
 [011022 Discussion of Agenda Items](#)
 [011022 Reg](#)

7.02 [21-2431](#) P21-59. Initial zoning of a property from Cumberland County to Single-Family Residential 15 (SF-15) in Fayetteville, 7165 Ramsey Street and 7249 Ramsey Street (REID # 0542231198000 & 0542234876000), 117.7 acres ± and being the property of Palmer Williams, SRW Builders, LLC & Pelican Property Holdings.

Attachments: [Plan Review Application](#)
 [P21-59 notofication Map](#)
 [P21-59 Zoning Map](#)
 [P21-59 Land Use Map](#)
 [Subject Prop](#)
 [Surrounding Prop](#)
 [p21-59 Consistency and Reasonableness Statements](#)

- 7.03** [21-2432](#) P21-62. Rezoning from Single-Family 15 (SF-15) to Limited Commercial (LC), located at 1660 Cedar Creek Road, (REID #0446802798000) containing 0.84 acres ± and being the property of Daniel H. and Alice S. Devane.

Attachments:

[Plan Review Application](#)
[P21-62 notofication Map](#)
[P21-62 Zoning Map](#)
[P21-62 Land Use Map](#)
[Subject Property](#)
[Surrounding Property](#)
[p21-62 Consistency and Reasonableness Statements](#)

- 7.04** [21-2433](#) SUP21-11. Order of Approval - Findings of Fact: Special Use Permit to allow sixteen Single-Family Attached Dwellings (Townhome/Duplex units) in a Single-Family Residential 10 (SF-10) zoning district, to be located at 880 & 881 Danish Drive (REID # 9499835427000 & 9499837311000), totaling 3.79 acres ± and being the property of Raymond King, King Construction and Development Company, Inc.

Attachments:

[Plan Review Application](#)
[SUP21-11 notofication Map](#)
[SUP21-11 Zoning Map](#)
[SUP21-11 Land Use Map](#)
[Subject Property](#)
[Surrounding Properties](#)
[Site Plan](#)
[SUP21-11 Order of Approval - Findings of Fact](#)

- 7.05** **21-2454** Award Contract for the Purchase of Four (4) Solid Waste Knuckle Boom Trucks Placeholder

- 7.06** **21-2465** Bid Recommendation - Ann Street Bank Stabilization EWP DSR 5038-502

7.07 [21-2466](#) Uninhabitable Structures Demolition Recommendations

633 Robeson St. District 2
2220 Progress St. District 2
316 Horseshoe Rd. District 4
949 Louise Cir. District 7

Attachments:

[Robeson Street, 633 - Aerial Map](#)
[Robeson Street, 633 - Photos](#)
[Robeson Street, 633 - Ordinance](#)
[Progress Street, 2220 - Aerial Map](#)
[Progress Street, 2220 - Photos](#)
[Progress Street, 2220 - Ordinance](#)
[Horseshoe Road, 316 - Aerial Map](#)
[Horseshoe Road, 316 - Photos](#)
[Horseshoe Road, 316 - Ordinance](#)
[Louise Circle, 949 - Aerial Map](#)
[Louise Circle, 949 - Photos](#)
[Louise Circle, 949 - Ordinance](#)

7.08 [21-2470](#) Adoption of Special Revenue Project Ordinance 2022-10 for a North Carolina Department of Commerce Rural Economic Development Grant to Best Building, LLC for its eClerx, LLC project.**Attachments:**

[SRO 2022-10 Rural Economic Development Grant - eClerx, LLC](#)
[Building Reuse Program Grant Agreement - eClerx](#)

7.09 [21-2476](#) Adoption of Clerical Correction for Capital project Ordinance Amendment 2022-40 Adopted by Council on November 22, 2021**Attachments:**

[CPOA 2022-40 MMTC \(As Adopted\)](#)
[CPOA 2022-40 MMTC \(Corrected\)](#)

7.010 **21-2482** Texfi Groundwater Remediation Interlocal Assignment, Assumption, and Consent Agreement**Attachments:**

Assignment Assumption And Consent Agreement-FINAL2-01062022

8.0 STAFF REPORTS

- 8.01** [21-2453](#) Acceptance of the FY 2022 2nd Qtr. Strategic Performance Report

Attachments: [FY 2022 2nd Qtr Strategic Performance Report](#)

- 8.02** **21-2479** City Wide Camera Operating System Update

Attachments: CIC CAMERA PHASES ALL
CIC CAMERA PHASE 1
CIC CAMERA PHASE 2
CIC CAMERA PHASE 3
CURRENT CAMERAS
CIC CAMERA FUTURE SITES

9.0 PUBLIC HEARINGS

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

- 9.01** [21-2475](#) AX21-008: Annexation request located along Ramsey Street, south of Tractor Road, (REID: 0542231198000 and 0542234876000), consisting of 117.7 acres and being the property of SRW Builders, LLC and Pelican Property Holdings, LLC; related to P21-59: Initial Zoning.

Attachments: [2. Legal Description Map AX21-008](#)
[3. Annexation Vicinity Area \(by applicant\) AX21-008](#)
[4. Basic Info Sheet AX21-008](#)
[5. Sufficiency Memo AX21-008](#)
[6. Proposed Ordinance AX21-008](#)

10.0 ADMINISTRATIVE REPORTS

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

- 10.01** **21-2437** Solid Waste Bulky and Limb Collections Placeholder

Attachments: Limb Collection Scope 12.4.21 Revised
Bid Tab - Removal of Out of Compliance Limbs

10.02 21-2477 City Manager's Update - City Council Agenda Item Requests

Attachments: Council Agenda Request Tracker

10.03 [21-2480](#) Small Local Business Enterprise (SLBE) Program Update

Attachments: [Copy of Quarterly Report FY22 Q2 123121](#)

11.0 ADJOURNMENT

POLICY REGARDING PUBLIC HEARING AGENDA ITEMS

Citizens wishing to provide testimony in response to a notice of public hearing or to participate in the public forum can obtain instructions to submit a statement by emailing cityclerk@ci.fay.nc.us or by calling 910-433-1312 for assistance. Individuals desiring to testify on a quasi-judicial public hearing must contact the City Clerk by 5:00 p.m. the day of the meeting to sign up to testify; instructions will be provided on how to appear before Council to provide testimony.

CLOSING REMARKS

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

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

COUNCIL MEETING WILL BE AIRED

June 10, 2013 - 7:00 p.m.
Spectrum Cable Channel 7

Notice Under the Americans with Disabilities Act (ADA):

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

City of Fayetteville

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

City Council Action Memo

File Number: 21-2473

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.01

TO: Mayor and Members of City Council

THRU: Jay Toland, Assistant City Manager

FROM: Pamela J. Megill, MMC, City Clerk

DATE: January 24, 2022

RE:

Approval of Meeting Minutes:

January 3, 2022 - Work Session

January 10, 2022 - Discussion of Agenda Items

January 10, 2022 - Regular

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Develop and maintain strong community connections.

Executive Summary:

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

Background:

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

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

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

Recommended Action:

Approve the draft minutes.

Attachments:

Draft minutes

DRAFT

**FAYETTEVILLE CITY COUNCIL
WORK SESSION MINUTES
FAST CONFERENCE ROOM, 505 WINSLOW STREET
JANUARY 3, 2022
5:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Kathy Jensen (District 1); Shakeyla Ingram (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); Chris Davis (District 6); Larry O. Wright, Sr. (District 7) (arrived at 5:33 p.m.); Courtney Banks-McLaughlin (District 8); Yvonne Kinston (District 9)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Telly Whitfield, Assistant City Manager
Jay Toland, Assistant City Manager
Adam Lindsay, Assistant City Manager
Gerald Newton, Development Services Director
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

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

2.0 INVOCATION

The invocation was offered by Council Member Jones.

3.0 APPROVAL OF AGENDA

MOTION: Council Member Davis moved to approve the agenda.

SECOND: Council Member Ingram

VOTE: UNANIMOUS (9-0)

4.0 OTHER ITEMS OF BUSINESS

4.01 Fayetteville Area Metropolitan Planning Organization (FAMPO) presentation for the Fayetteville-Raleigh Passenger Rail Feasibility Study

Mr. Hank Graham, FAMPO Executive Director, presented this item with the aid of a PowerPoint presentation and stated the Capital Area (Raleigh) and Fayetteville Area MPOs, with technical support from NCDOT, commissioned Metro Analytics and Stantec in 2019 to complete a passenger rail feasibility study in-between Raleigh and Fayetteville. The study was completed in August 2020 and had the following objectives:

- To assess the suitability of two active rail corridors for new or additional passenger rail services.
- To understand costs for reasonably implementing such a service.
- To conduct a preliminary estimate of anticipated passenger boardings for scenario-driven train and frequency configurations.
- If no fatal flaws are discovered with either of the two routes, then determine if a phase II exercise is viable to advance passenger rail service with one of these two corridors.

While both corridors were determined to have advantages and disadvantages, there is not a definitive choice for a preferred option.

Discussion ensued.

DRAFT

Consensus of Council was to accept the presentation from FAMPO and request FAMPO develop an Eastern route future detailed study; and to place a resolution of support on an upcoming regular meeting.

4.02 Recommendation for Additional City Holiday

Mr. Jerry Clipp, Human Resource Development Director, presented this item with the aid of a PowerPoint presentation and stated at the June 14, 2021, regular meeting of the City Council, Council Member Kinston requested to add an additional paid holiday for all City employees as part of the Employer of Choice initiative. This request came in part due to a decision made by President Biden to include an additional federal holiday known as "Juneteenth."

The Human Resource Development (HRD) and Budget Departments were asked to consider and provide recommendations for an additional holiday. Discussion proceeded with City leadership as to whether we should offer an additional "Juneteenth" holiday or offer an additional "floating" holiday. Information was gathered from other municipalities with many adopting Juneteenth as a recognized holiday. A couple of other municipalities also had "flex holidays" or "personal holidays" already in their schedule.

From the responses, it appears that most municipalities that responded have already, or will, recognize Juneteenth. Additionally, Juneteenth has been proclaimed as a recognized paid holiday for the federal government.

Discussion ensued.

Consensus of Council was to direct staff to move this item forward to the next regular meeting to take formal action on adoption of the ordinance.

4.03 Juneteenth and 4th of July Celebrations

Mr. Douglas Hewett, City Manager, presented this item and stated at the August 2, 2021, work session, City Council directed staff to identify, plan, and coordinate a Juneteenth holiday event. Additionally, City Council directed staff to shift the traditional 4th of July celebration event from July 1 to July 4, 2022.

City Council is asked to provide direction and vision for the Juneteenth and 4th of July holiday recognitions. The City received a proposal from Cumulus Broadcasting to partner financially for Juneteenth. At the request of City Council, the 4th of July event will take place on July 4 and no longer on July 1. Adding Juneteenth and enhancing and moving the 4th of July 4 will require additional funding.

Discussion ensued.

Consensus of Council was to direct staff to move this item; Juneteenth and 4th of July Celebration forward and bring options back to Council for further discussion.

4.04 City Council Agenda Item Request - Crime Prevention Mini-grant Program - Grassroots Nonprofit - Council Member Ingram

Council Member Ingram presented this item and stated she is interested in establishing a mini-grants program specifically for grassroot non-profits that host mentoring programs and on the ground efforts that work with communities, youth, and families. Council Member Ingram further stated she is looking for consensus to direct staff to research how we could establish such a program and what the rubric and requirements would need to be.

Discussion ensued.

DRAFT

Consensus of Council was to direct staff to research, and come back to Council with additional information. Council Members Dawkins and Wright were in opposition to the consensus vote.

4.05 City Council Agenda Item Request - Partnership for a Study City of Fayetteville/Traffic Engineer with NCDOT - Council Member Kinston

Council Member Kinston presented this item and stated she is requesting Council support for a partnership between the City and NCDOT regarding traffic concerns, and cited the area around 6112 Cliffdale Road that is being developed. Council Member Kinston provided several photographs to display the areas of traffic safety concerns.

Discussion ensued.

Consensus of Council was to move this item forward; Technical Review Committee staff to discuss with NCDOT. Staff will report back on the type of development going into the area.

4.06 City Council Agenda Item Request - Recreation Center at Sherwood Park/Sherwood Park Elementary - Council Member Davis

Council Member Davis presented this item and asked for Council support for the construction of a recreation center on Hope Mills Road in the Douglas Byrd area.

Mr. Douglas Hewett, City Manager, stated this project has not been listed in the 5-Year Capital Improvement Projects; this is an item that would need to be included in the Parks and Recreation Capital Improvement Program portal.

Discussion ensued.

Consensus of Council was to direct staff to include this item in the upcoming budget discussions.

4.07 City Council Agenda Item Request - Door Bell Security Camera Program - Mayor Colvin

Mayor Colvin presented this item and stated he is asking for Council support to direct staff to initiate a pilot program, working with "Ring" and possibly neighborhood watch communities for a doorbell security camera program. Mayor Colvin stated there have already been over 400 cities participating in this program.

Discussion ensued.

Consensus of Council was to move this item forward and allow staff to conduct further research on the program and report back.

4.08 City Council Agenda Item Request - Homeless Shelter - Council Member Banks-McLaughlin

Council Member Banks-McLaughlin presented this item and stated she wants the City to allocate \$3 million to the Salvation Army for a homeless shelter; it is our responsibility to help those in need.

Discussion ensued.

No consensus was reached on this item. (Council Members Banks-McLaughlin, Kinston, and Ingram were in favor.)

4.09 City Council Agenda Item Request - Market House - Council Member Banks-McLaughlin

Council Member Banks-McLaughlin presented this item and stated she is requesting Council support to eliminate any funding going towards the repurposing of the Market House.

DRAFT

Mr. Jay Toland, Assistant City Manager, stated no funds have been allocated to the Market House so far, and we have no ballpark figures of what it would cost to repurpose the Market House.

Council Member Kinston stated the Department of Justice Spirit Committee will be reporting their findings on January 25, 2022, regarding options for repurposing the Market House.

No consensus was reached on this item. (Council Members Banks-McLaughlin, Kinston, and Ingram were in favor.)

4.010 City Council Agenda Item Request - Eliminate Funding - Civil War Reconstruction Museum - Council Member Banks-McLaughlin

Council Member Banks-McLaughlin presented this item and asked for Council to support eliminating any funding towards the Civil War History Museum.

Discussion ensued.

No consensus was reached on this item. (Council Members Banks-McLaughlin, Kinston, and Ingram were in favor.)

5.0 ADJOURNMENT

There being no further business, the meeting adjourned at 6:53 p.m.

Respectfully submitted,

PAMELEA J. MEGILL
City Clerk

MITCH COLVIN
Mayor

010322

DRAFT

**FAYETTEVILLE CITY COUNCIL
DISCUSSION OF AGENDA ITEMS MEETING MINUTES
FAST CONFERENCE ROOM/ZOOM
JANUARY 10, 2022
6:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5); Chris Davis (District 6); Larry O. Wright, Sr. (District 7); Courtney Banks-McLaughlin (District 8) (arrived at 6:04 p.m.); Yvonne Kinston (District 9)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Telly Whitfield, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jay Toland, Assistant City Manager
Gina Hawkins, Police Chief
Jodi Phelps, Corporate Communications Director
Pamela Megill, City Clerk
Members of the Press

Mayor Colvin called the meeting to order at 6:00 p.m.

CLOSED SESSION

MOTION: Council Member Davis moved to go into a closed session for attorney-client privileged and confidential matters.

SECOND: Mayor Pro Tem Jensen

VOTE: UNANIMOUS (9-0)

The regular session recessed at 6:01 p.m. The regular session reconvened at 6:46 p.m.

MOTION: Council Member Wright moved to go into open session.

SECOND: Mayor Pro Tem Jensen

VOTE: UNANIMOUS (10-0)

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

There were no requests to discuss any items on the regular meeting agenda.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:53 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
011022

MITCH COLVIN
Mayor

DRAFT

**FAYETTEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
FAST CONFERENCE ROOM
JANUARY 10, 2022
7:00 P.M.**

Present: Mayor Mitch Colvin

Council Members Katherine K. Jensen (District 1); Shakeyla Ingram (District 2); Antonio Jones (District 3); D. J. Haire (District 4); Johnny Dawkins (District 5) (via zoom); Chris Davis (District 6); Larry O. Wright, Sr. (District 7); Courtney Banks-McLaughlin (District 8); Yvonne Kinston (District 9)

Others Present: Douglas Hewett, City Manager
Karen McDonald, City Attorney
Telly Whitfield, Assistant City Manager
Adam Lindsay, Assistant City Manager
Jay Toland, Assistant City Manager
Gina Hawkins, Police Chief
Jodi Phelps, Corporate Communications Director
Chris Cauley, Economic and Community Development Director
Pamela Megill, City Clerk
Members of the Press

1.0 CALL TO ORDER

Mayor Colvin called the meeting to order.

2.0 INVOCATION

The invocation was offered by Council Member Haire.

3.0 PLEDGE OF ALLEGIANCE

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

4.0 ANNOUNCEMENTS AND RECOGNITIONS

Mr. Scott Bullard, Emergency Management Coordinator, provided a COVID-19 Update, and stated we are now on day 666 of the State of the Emergency.

5.0 CITY MANAGER REPORT

Mr. Douglas Hewett, City Manager, stated he does not have a report for this meeting.

6.0 APPROVAL OF AGENDA

MOTION: Council Member Haire moved to approve the agenda.

SECOND: Council Member Ingram

FRIENDLY AMENDMENT:

Council Member Banks-McLaughlin made a friendly amendment to add Item 8.01, A Resolution in Support of a Request to the Department of Justice to Participate in the Investigation of the death of Mr. Jason Walker.

Council Members Haire and Ingram accepted the friendly amendment.

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

7.0 CONSENT AGENDA

DRAFT

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

7.01 Approval of Meeting Minutes:

November 22, 2021 - Regular
December 2, 2021 - Special
December 6, 2021 - Special
December 6, 2021 - Work Session
December 13, 2021 - Discussion of Agenda Items
December 13, 2021 - Regular
December 14, 2021 - Special

7.02 Adoption of Special Revenue Fund Project Ordinance 2022-9 for a Sewer Lift Station Upgrade at the Fayetteville Regional Airport funded by a Golden Leaf Foundation Grant

Special Revenue Fund Project Ordinance 2022-9 to appropriate a \$965,830.00 grant award from the Golden Leaf Foundation for a sewer lift station upgrade project at the Fayetteville Regional Airport. The Fayetteville-Cumberland Economic Development Corporation, in partnership with the Economic and Community Development Department, is assisting the Fayetteville Regional Airport with the identification of funding opportunities for sewer capacity increases that will support the recently adopted economic development plan.

7.03 Adoption of Capital Project Ordinance Amendments 2022-43, 2022-44, 2022-45 and 2022-46 to Appropriate Prior Year Pavement Preservation Project Balances to the Current Year Project and Bid Recommendation for Slurry Seal of Various Streets 2022 - Phase 1

Capital Project Ordinance Amendments 2022-43, 2022-44, 2022-45 and 2022-46 to transfer funding balances totaling \$1,458,569.00 from FY 2019, FY 2020 and FY 2021 Street Resurfacing/Pavement Preservation Projects to increase the project appropriation for FY 2022 Pavement Preservation Projects.

Award of and authorize execution of a contract for Slurry Seal Various Streets 2022 - Phase I. The contract is recommended to be awarded to Slurry Pavers, Inc., Richmond, VA, the lowest responsive, responsible bidder.

7.04 Bid Recommendation - Steel Poles

Award the contract for the purchase of Steel Poles to Meyer Utility Structures, Memphis, TN, the lowest responsive, responsible bidder, in the total amount of \$1,679,348.00.

7.05 Bid Recommendation - Cape Seal of Various Streets 2022-Phase 1

Award contract and authorize the City Manager to execute a contract for Cape Seal 2022 - Phase 1 with the lowest responsive, responsible bidder, Slurry Pavers, Inc., Richmond, VA, in the total amount of \$690,315.24.

7.06 Bid Recommendation - Black & Decker Substation Rebuild Structures and Equipment Contract

Approve the bid recommendation to reject the non-responsive bid submitted by Peak Substation Services for the Black & Decker Rebuild Structures & Equipment Contract and approve to award the contract to Substation Enterprises, Alabaster, AL, the lowest responsive, responsible bidder in the total amount of \$407,324.00.

7.07 Black & Decker Substation Rebuild Installation Labor Contract

Award the labor contract to Carolina Power Signalization, Fayetteville, NC, the lowest responsive, responsible bidder in the total amount of \$1,241,288.23.

7.08 Watershed Master Plan First Tranche of Projects

Approval of the first Tranche of Projects to move forward with project development and design.

DRAFT

- 7.09 Adoption of a Resolution to Authorize NCDOT 2nd Supplemental Municipal Agreement Awarding Federal Transportation Alternatives Program Grant for Rosehill Road Sidewalk Project between Country Club Drive and Shaw Mill Road and Adoption of Capital Project Ordinance Amendments 2022-47 and 2022-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO AUTHORIZE EXECUTION OF A 2ND SUPPLEMENTAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR A SIDEWALK PROJECT ON ROSEHILL ROAD INCLUDING ACCEPTANCE OF REIMBURSEMENT WITH FEDERAL TRANSPORTATION ALTERNATIVES PROGRAM FUNDS. RESOLUTION NO. R2022-001

- 7.010 Approval of Municipal Certificates with NCDOT for speed limit revisions along Cedar Creek Road (NC 53) between Grove Street (NC 24) and I-95

CERTIFICATION OF MUNICIPAL DECLARATION TO REPEAL SPEED LIMITS AND REQUEST FOR CONCURRENCE. From Cedar Creek Road (NC 53-210) from the Corporate Limit, at the Seaboard Coast Line Railroad to NC 24. ORDINANCE NO. NS2022-001

- 7.011 Resolution supporting Phase 2 of the Fayetteville Area Metropolitan Planning Organization (FAMPO) Fayetteville-Raleigh Passenger Rail Feasibility Study for the Eastern Corridor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE TO SUPPORTING PHASE 2 OF THE FAMPO FAYETTEVILLE TO RALEIGH PASSENGER RAIL FEASIBILITY STUDY. RESOLUTION NO. R2022-002

- 7.012 Approval of Change to Ordinance for Additional City Holiday - Juneteenth - for City Employees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE AMENDING CHAPTER 19, HUMAN RESOURCES, OF THE CODE OF ORDINANCES OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA. ORDINANCE NO. S2022-001

8.0 PUBLIC FORUM

Mr. Robert Walls, 1436 Valencia Drive, Fayetteville, NC, expressed concerns regarding the death of Mr. Jason Walker and crime in the City.

Ms. Myahtaeyarra "Myah" Warren, 969 Bassman Lane, Apt. 308, Fayetteville, NC, expressed concerns regarding the death of Mr. Jason Walker.

Ms. Angela Malloy, 404 Pilot Avenue, Fayetteville, NC, expressed concerns regarding the lack of actions of City Council and recent events in the community.

Mr. Shaun McMillan, 6024 Goldenrain Drive, Fayetteville, NC, expressed concerns regarding justice for the death of Mr. Jason Walker.

- 8.01 Adoption of a Resolution in Support of Requesting the Department of Justice (DOJ) to Participate in the Investigation of the Shooting Death of City of Fayetteville Resident, Mr. Jason Walker

This item was added to the agenda.

Council Member Banks-McLaughlin stated she is seeking support to request Federal review of the events surrounding the death of Mr. Jason Walker.

Discussion ensued.

- MOTION:** Council Member Banks-McLaughlin moved to adopt a Resolution in support of Requesting the Department of Justice (DOJ) to Participate in the Investigation of the Shooting Death of City of Fayetteville Resident, Mr. Jason Walker.
- SECOND:** Council Member Haire

DRAFT

VOTE: UNANIMOUS (10-0)

9.0 ADMINISTRATIVE REPORTS

9.01 Temporary Storage Ordinance Report

This item was for information only, and was not presented.

9.02 Feather Signs Report

This item was for information only, and was not presented.

9.03 NCDOT Transportation Improvement Project on Murchison Road between Country Club Drive and the I-295 Outer Loop, U-4900

This item was for information only, and was not presented.

10.0 ADJOURNMENT

There being no further business, the meeting adjourned at 7:49 p.m.

Respectfully submitted,

PAMELA J. MEGILL
City Clerk
011022

MITCH COLVIN
Mayor

City of Fayetteville

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

City Council Action Memo

File Number: 21-2431

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.02

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D. - Assistant City Manager
Dr. Gerald Newton, AICP - Development Services Director

FROM: Craig M. Harmon, CZO - Planner II

DATE: January 24, 2022

RE:

P21-59. Initial zoning of a property from Cumberland County to Single-Family Residential 15 (SF-15) in Fayetteville, 7165 Ramsey Street and 7249 Ramsey Street (REID # 0542231198000 & 0542234876000), 117.7 acres ± and being the property of Palmer Williams, SRW Builders, LLC & Pelican Property Holdings.

COUNCIL DISTRICT(S):

1 - Mayor Pro Tem Kathy Jensen

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022

Goals 2026

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

- Objective 2.1 - To ensure a diverse City tax base
- Objective 2.4 - To sustain a favorable development climate to encourage business growth.

Goal III: City invested in Today and Tomorrow

- Objective 3.2 - To manage the City's future growth and strategic land use.
- Objective 3.3 - To sustain a favorable development and business climate through timely and accurate construction review and building inspection services

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.3 - To improve mobility and connectivity through sidewalk, trail, and bike lane investments
- Objective 4.4 - To provide a clean and beautiful community with increased

green spaces

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

Executive Summary:

The applicant is seeking to annex and initially zone two large lots currently zoned PND - Planned Neighborhood Development in Cumberland County's jurisdiction. This development would consist of approximately 118 acres. The initial City zoning request is to zone the property as Single Family Residential 15 (SF-15).

The Zoning Commission voted 5-0 to recommend approval of this case on November 9, 2021. There was one speaker in favor and there was one speaker signed up in opposition who did not speak.

Background:

The property is located along Ramsey Street on the south side of its intersection with Tractor Road. The northern property is currently vacant and the southern property has some abandoned structures.

Applicant: Brad Schuler, Paramounte Engineering, Inc.

Owner: Palmer Williams, SRW Builders, LLC & Pelican Property Holdings, LLC

Requested Action: County PND to SF-15

Property Address: 7165 Ramsey Street and 7249 Ramsey Street

Council District: 1

Status of Property: Mostly Vacant

Size: 117.7 acres ±

Adjoining Land Use & Zoning:

- North: PND - Single Family Housing
- South: PND & C1(P) - Single Family Housing & Vacant
- East: PND - Single Family Housing
- West: PND - Single Family Housing

Traffic Count: No traffic count available on Cumberland Street.

Letters Mailed: 24

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 Medium Density Residential (MDR) & Open Space Subdivisions (OSS).

Medium Density Residential (MDR) is best described as primarily single-family residential neighborhoods with small lots (3-6 dwellings per acre). Duplex or townhomes interspersed; low-rise apartments possible. Mostly auto-oriented, but with some walkable neighborhoods and destinations.

Open Space Subdivisions (OSS) is best described as clustered residential or conservation subdivisions that reserve significant land for open space. Generally 1-2 dwelling units per acre. Potential for utility service or septic systems.

Issues/Analysis:

History:

According to the County tax records, the northern most property was purchased in 2018 and the southern parcel in 2021. The northern property is currently vacant and is about half wooded while the southern property has abandoned structures (pole barn, sheds, and a garage). The subject site consists of two parcels of land totaling approximately 118 acres.

This development is possible now that public water and sewer are being extended to this section of Ramsey Street to serve the Elliot Farm Subdivision (AKA Broadwell Property).

Surrounding Area:

The sites are located within the unincorporated area of the County and are surrounded by PND zoning except for one parcel to the southeast which is zoned C1(P) Planned Local Business District. The PND District allows for any residential use permitted in the R7.5 zoning district (min lot size 7,500sf), which includes a variety of single-family, multifamily, townhouses, and zero lot line developments. In addition, the PND district permits a variety of commercial and office uses allowed in the C1(P), O&I(P), and C2(P) districts. The majority of the surrounding land is undeveloped. Single-family housing is existing north and south of the subject site along Ramsey Street and Rachel Road. Small commercial businesses are located to the southeast along Ramsey Street. Rezoning Request:

The applicant is requesting to rezone an area currently zoned under Cumberland County as PND to the city of Fayetteville's SF-15 which would allow the development of mainly single-family homes.

Land within the City is generally classified by the Unified Development Ordinance (UDO) to be within one of many base zoning districts. Land may be reclassified to one of several comparable zoning districts in accordance with Section 30-2.C.

Straight Zoning:

The request is for a straight zoning from PND to SF-15.

The SF-15 District is established to accommodate principally single-family detached residential development at low densities subject to the design standards in Article 30-5: Development Standards. It also accommodates two- to four-family dwellings designed to appear as single-family detached homes, and zero lot line development subject to the requirements of this Ordinance. District regulations are intended to discourage any use that substantially interferes with the development of single-family detached dwellings and that is detrimental to the quiet residential nature of the district. Also allowed are complementary uses usually found in residential zoning districts such as parks, open space, schools, and places of worship.

The proposed zoning district is compatible with the area, as this district requires lots larger than the current and surrounding zoning. This rezoning would not present the issue of spot-zoning.

The reclassification of land to a straight zoning district allows all of the uses that are shown on the attached Use Table taken from the UDO. The City Council may not consider conditions or restrictions on the range of allowable uses, use standards, development intensities, development standards, and other applicable regulations.

Land Use Plan Analysis:

According to Future Land Use Map & Plan, this area is recommended to be developed Medium Density Residential (MDR) & Open Space Subdivisions (OSS). Medium

Density Residential (MDR) & Open Space Subdivisions (OSS) is best described as an area that allows medium and low density residential, mainly single family detached and attached.

Consistency and Reasonableness Statements:

The Future Land Use Plan also sets forth written goals, policies, and strategies. This application looks to follow the City's strategic, compatible growth strategies by meeting the goals of the Land Use Plan found on the attached Consistency and Reasonableness form.

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. Recommend approval of the initial zoning/map amendment to SF-15 (recommended);
2. Recommend approval of the initial zoning/map amendment to a more restrictive zoning district; or
3. Recommend denial of the rezoning request.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend APPROVAL of the map amendment to SF-15 based on the following:

- The proposed zoning map amendment implements the policies adopted in the Future Land Use Plan (FLUP), and those policies found in the Unified Development Ordinance (UDO). The Future Land Use Plan calls for the subject property to be developed as Medium Density Residential (MDR) & Open Space Subdivisions (OSS) which are best described as areas that allow medium and low density residential, mainly single family detached and some attached.
- The uses permitted by the proposed change in zoning district classification and standards apply to such use and will be appropriate in the immediate area of the land to be reclassified due to the existing zoning and uses surrounding this property; and
- There are no other factors that will substantially affect public health, safety, morals, or general welfare.

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 Statements

Project Overview**#622873**

Project Title: Ramsey Street Rezoning & Annexation
Application Type: 5.1) Rezoning (Map Amendment)
Workflow: Staff Review

Jurisdiction: City of Fayetteville
State: NC
County: Cumberland

Project Location**Project Address or PIN:**

- 7165 RAMSEY ST (0542231198000)
- 7249 RAMSEY ST (0542234876000)

GIS Verified Data**Property Owner: Parcel**

- 7165 RAMSEY ST: SRW BUILDERS, LLC
- 7249 RAMSEY ST: PELICAN PROPERTY HOLDINGS LLC

Acreage: Parcel

- 7165 RAMSEY ST: 49.41
- 7249 RAMSEY ST: 68.97

Zoning District:**Fire District:****Hospital Overlay District:****Cape Fear District:****Haymount Historic District:****Subdivision Name:****Airport Overlay District:****Coliseum Tourism District:****Downtown Historic District:****Floodway: FloodWay**

- 7165 RAMSEY ST: AE

100 Year Flood:**500 Year Flood:****Watershed:****General Project Information**

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

Previous Amendment Case #:

Acreage to be Rezoned: 117.7

Water Service: Public

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

The subject site consists of two parcels of land totaling approximately 118 acres. The northern parcel contains no existing structures. The southern parcel contains one single-family dwelling and a few accessory structures (pole barn, sheds, garage).

Previous Amendment Approval Date:

Proposed Zoning District: SF-15

Is this application related to an annexation?: Yes

Sewer Service: Public

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

The subject site located within the unincorporated area of the County and is surrounded by the PND Planned Neighborhood District except for one parcel to the southeast which is zoned C1(P) Planned Local Business District. The PND District allows for any residential use permitted in the R7.5 zoning district (min lot

size 7,500sf), which includes a variety of single-family, multi-family, townhouses, and zero lot line developments. In addition, the PND district permits a variety of commercial and office uses allowed in the C1(P), O&I(P), and C2(P) districts. The majority of the surrounding land is undeveloped. Single-family housing is existing north and south of the subject site along Ramsey Street and Rachel Road. Small commercial businesses are located to the southeast along Ramsey Street.

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 2040 Comprehensive Plan recommends the site be developed with Medium Density Residential and Open Space Subdivisions. Medium Density is defined as 3-6 dwellings per acre and 1-2 dwellings per acre is recommended in the Open Space Subdivision classification. Overall, the proposed SF-15 is consistent with the density recommendations of these future land use classifications. In addition, the zero lot line standards provided in the UDO will allow for a cluster subdivision that provides for larger open space areas.

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

The subject site is being proposed to be annexed into the City of Fayetteville and needs to be rezoned to a Fayetteville zoning district.

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

The annexation and rezoning of the site will allow for public utilities to be extended to the property in order to serve a residential development. The City's Comprehensive Plan has identified the site for residential growth.

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

The surrounding area is zoned PND Planned Neighborhood District which allows for similar residential development that is permitted in the proposed SF-15 district. The proposed SF-15 district is also consistent with the Future Land Use Map.

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

The proposed zoning would allow for single-family detached residential development at low densities which is similar to the existing residential development of the area.

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

The proposed zoning district would allow for the type of development recommended by the Comprehensive Plan. The site is also located within the Fayetteville Municipal Influence Area which anticipates that the surrounding area will be annexed and served by city utilities.

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

The proposed SF-15 district would not result in strip-style 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.:

The proposed SF-15 district would provide for similar residential development permitted in the PND district.

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

The proposed zoning would allow for single-family detached residential development at low densities which is similar to the existing residential development of the area. No adverse impacts to the property values of surrounding lands are expected.

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

The SF-15 district allows for low-density residential housing and annexation in the City would allow for public utilities to be extended to the site. The zero lot line standards provided in the UDO will allow for a cluster subdivision that provides for additional open space

areas. All applicable development and environmental permits will be obtained prior to any construction. No adverse impacts on the natural environment are expected.

Primary Contact Information

Project Contact - Agent/Representative

Brad Schuler
Paramounte Engineering, Inc.
122 Cinema Drive, Wilmington
Wilmington, NC 28403
P: 910-791-6707
bschuler@paramounte-eng.com

Project Owner

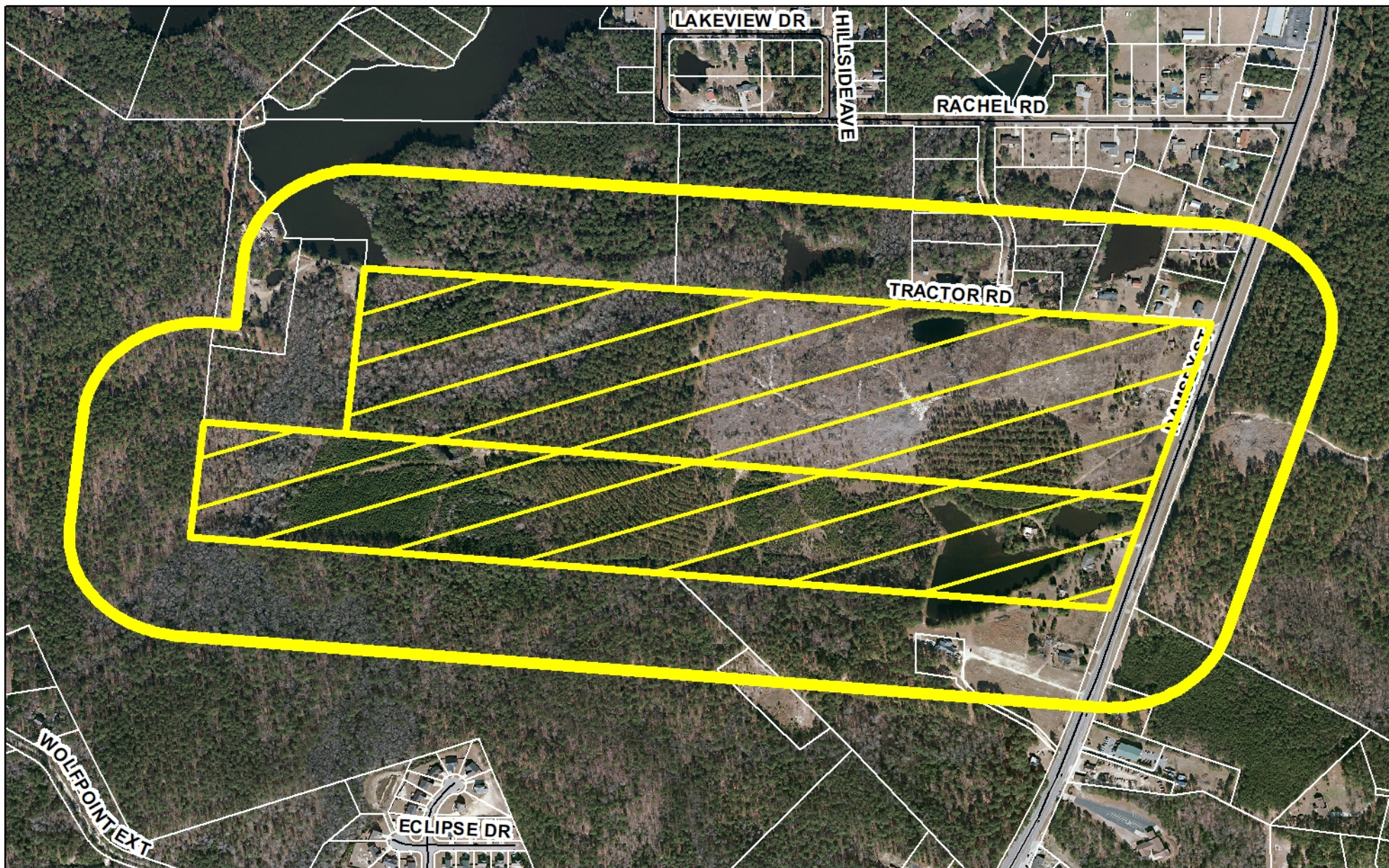
Palmer Williams
SRW Builders, LLC & Pelican Property Holdings, LLC
2709 Thorngrove Ct, Suite 1
Fayetteville, NC 28303
P: 910-864-1125
pwilliams@c-sprop.com

NC State License Number:

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$30,000. :

Contractor's NC ID#:

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



Aerial Notification Map

Case #: P21-59

Request: Rezoning
PND County to SF-15

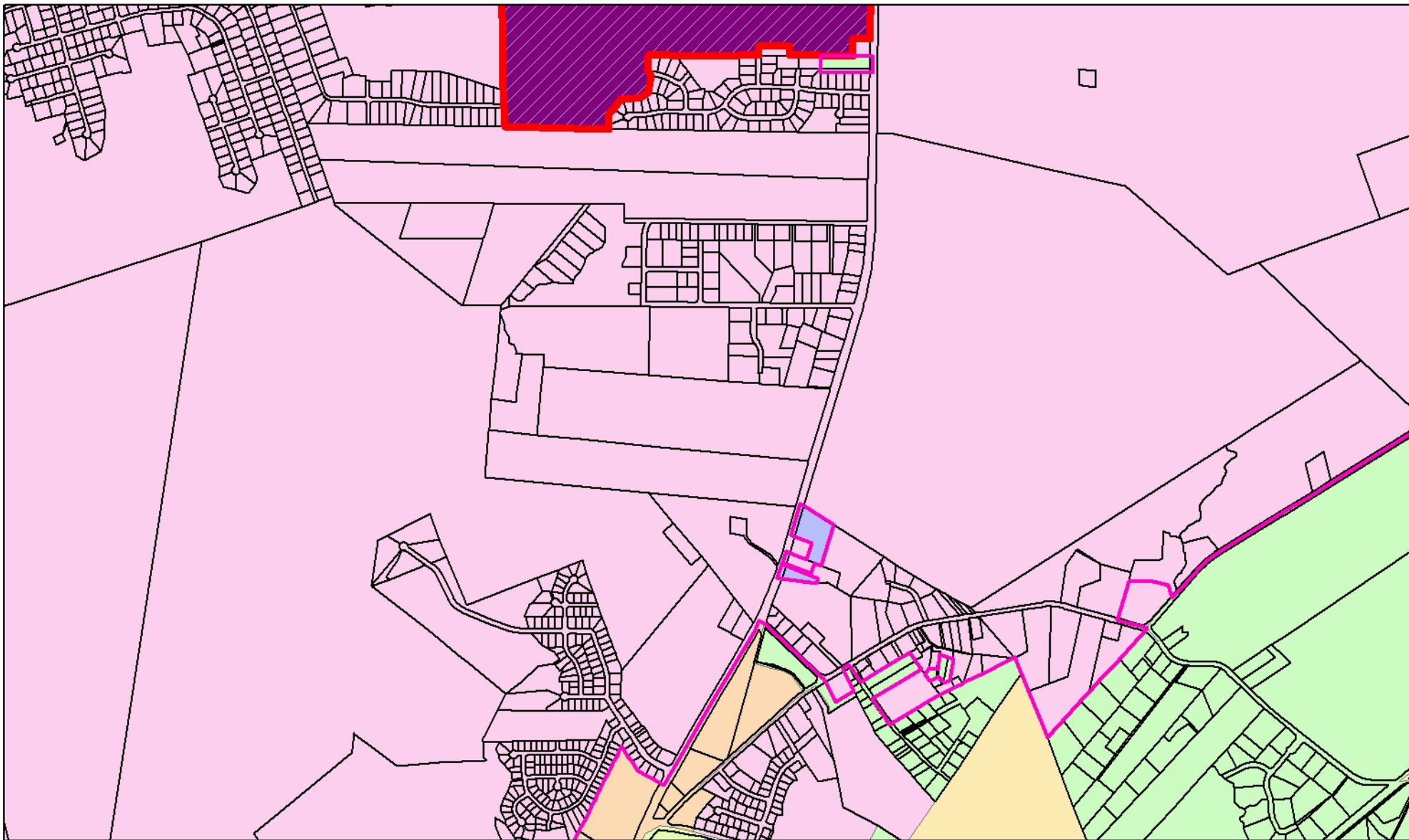
Location: Ramsey Street Rezoning & Annexation
7165 RAMSEY ST
7249 RAMSEYST

Legend



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.














Zoning Map

Case #: P21-59

Request: Rezoning
PND County to SF-15

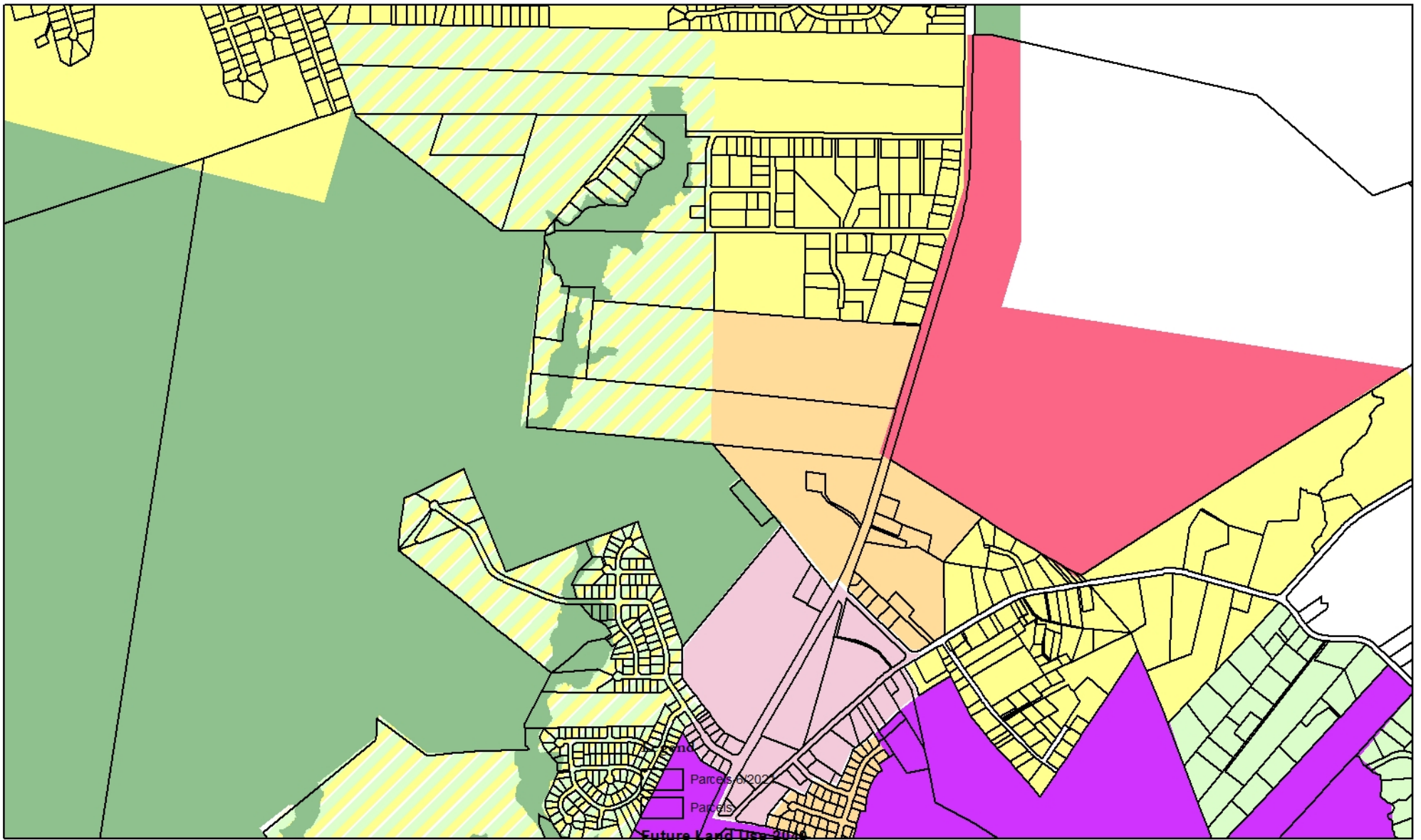
Location: Ramsey Street Rezoning & Annexation
7165 RAMSEY ST
7249 RAMSEYST

Legend

-  City Limits
-  MU/CZ - Conditional Mixed-Use
-  County
- County Zoning**
 -  C(P)
 -  C1(P)
 -  M(P)
 -  M2
 -  PND
 -  RR



Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.



Land Use Map

Case #: P21-59

Request: Rezoning
PND County to SF-15

Location: Ramsey Street Rezoning & Annexation
7165 RAMSEY ST
7249 RAMSEYST

Character Areas

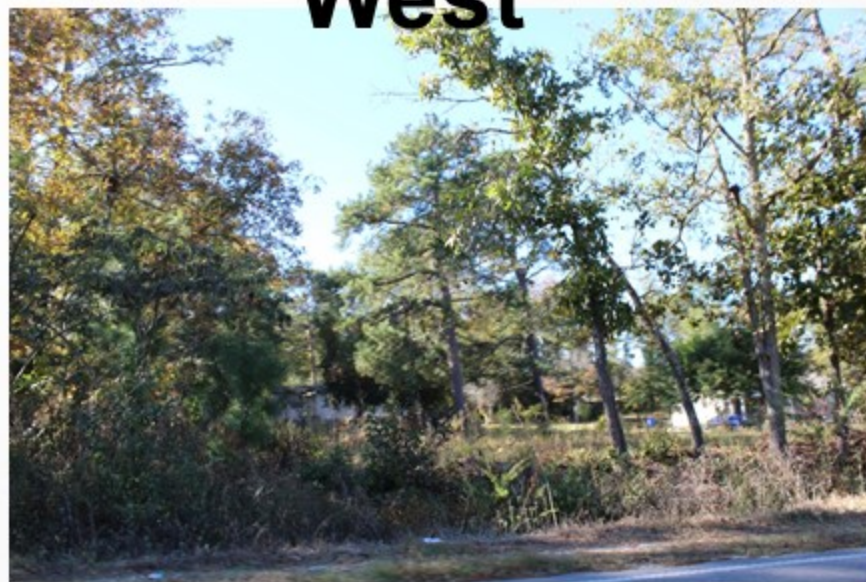
- RU - RURAL
- PARKOS - PARK / OPEN SPACE
- OSS - OPEN SPACE SUBDIVISIONS
- LDR - LOW DENSITY
- MDR - MEDIUM DENSITY
- NMU - NEIGHBORHOOD MIXED USE
- CC - COMMUNITY CENTER
- EC - EMPLOYMENT CENTER



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.



Surrounding Properties



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 P21-59 is consistent / inconsistent [select one] 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 INVESTMENT 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	
1.6: Require adequate infrastructure to be in place prior to or in tandem with new development. This includes road infrastructure such as roads, turn lanes, and sidewalks as well as public services such as parks, schools, water/sewer, police, fire, and emergency services.	X	
1.7: Encourage a logical progression of housing development and discourage "leapfrog" development. Leapfrog development is development that occurs in areas away from existing development and in areas currently not served by infrastructure or adjacent to services, esp. water/sewer. This type of growth can lead to higher costs of providing urban services.	X	
LUP 6: Encourage Development Standards that Result in Quality Neighborhoods	X	

6.1: Encourage quality neighborhood design through maintaining and improving standards for streets, sidewalks, stormwater, and open space.	X	
LUP 8: Require the Reservation of Open Space and Unique Natural Features in New Developments	X	
8.2: Preserve unique natural features through site design	X	
LUP 10: Support Land Use, Site Design and Capital Improvement Initiatives That Increase Resiliency, and Reduce Impacts from Flooding and Natural Disasters	X	
10.1: Encourage on-site stormwater control measures that reduce impacts of new development. Stormwater requirements should seek to mimic pre-development conditions, limit impacts from new development on adjacent properties and reduce the rate of stormwater runoff to avoid erosion of stream banks and encourage groundwater recharge	X	

3. The proposed amendment is consistent / inconsistent [select one] with the Future Land Use Map as follows:

X	The proposed land use is consistent and aligns with the area's designation on the FLU Map.	OR		The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
X	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 policies of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

 X 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.

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

X 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]

X improves consistency with the long-range plan.

X improves the tax base.

 preserves environmental and/or cultural resources.

X facilitates a desired kind of development.

X provides needed housing/commercial area.

Additional comments, if any (write-in):

Nov. 9, 2021
Date



Chair Signature

CONSISTENCY AND REASONABLENESS STATEMENT FOR MAP AMENDMENTS

BACKGROUND

Consistency

Pursuant to the North Carolina General Statutes, the Zoning Commission must advise and comment on whether a proposed zoning map amendment is consistent with the Future Land Use Map and Plan (the comprehensive plan) and any other officially adopted plan, if applicable. Lists of the comprehensive plan's Goals and of its Land-Use Policies and Strategies are included in your notebook.

The Zoning Commission shall provide a written recommendation that addresses plan consistency and other matters as deemed appropriate by the Zoning Commission, but a comment by the Zoning Commission that a proposed amendment is inconsistent with the Future Land Use Map and Plan shall not preclude consideration or approval of the proposed amendment.

Reasonableness

Further, when adopting or rejecting a proposed zoning map amendment, the Zoning Commission must adopt a statement that explains why the decision is reasonable and in the public interest.

The Consistency Statement and the Reasonableness Statement may be approved in a single statement.

STATEMENT APPROVAL

Enclosed in the application packet are two copies of the Consistency and Reasonableness Statement – one which has been prepared by Planning Staff and supports Staff's recommendation, and one that is blank. The Zoning Commission may: 1) approve the Staff-prepared Statement; 2) make minor changes to the Staff-prepared Statement; or 3) fill-out the blank version, using the Goals and Land Use Policies and Strategies included in your notebook.

1. *Approval of Staff-prepared Statement.* If the Zoning Commission agrees with the determinations made by Staff, then the Chair of the Zoning Commission may sign and date that copy for approval;
2. *Minor changes to Staff-prepared Statement.* If the Zoning Commission disagrees with some of the determinations made by Staff, then the Chair of the Zoning Commission may annotate the Statement, sign their initials by each change, and sign and date that annotated copy for approval; or
3. *Fill-out the blank Statement.* If the Zoning Commission disagrees with the Staff-prepared Statement significantly, then the Chair of the Zoning Commission may set aside the Staff-prepared version and fill-out the blank version to accurately reflect the Commission's assessments. The Chair may sign and date that copy for approval.

MOTION

When moving to approve, approve with conditions, or deny the rezoning request, the movant shall include, "This motion is based on the Consistency and Reasonableness Statement, as signed and dated by the Chair of the Zoning Commission."

City of Fayetteville

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

City Council Action Memo

File Number: 21-2432

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.03

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D. - Assistant City Manager
Dr. Gerald Newton, AICP - Development Services Director

FROM: Craig M. Harmon, CZO - Planner II

DATE: January 24, 2021

RE:

P21-62. Rezoning from Single-Family 15 (SF-15) to Limited Commercial (LC), located at 1660 Cedar Creek Road, (REID #0446802798000) containing 0.84 acres ± and being the property of Daniel H. and Alice S. Devane.

COUNCIL DISTRICT(S):

2 - Shakeyla Ingram

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022

Goals 2026

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

- Objective 2.1 - To ensure a diverse City tax base
- Objective 2.4 - To sustain a favorable development climate to encourage business growth.

Goal III: City invested in Today and Tomorrow

- Objective 3.2 - To manage the City's future growth and strategic land use.
- Objective 3.3 - To sustain a favorable development and business climate through timely and accurate construction review and building inspection services

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.3 - To improve mobility and connectivity through sidewalk, trail, and bike lane investments
- Objective 4.4 - To provide a clean and beautiful community with increased green spaces

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

Executive Summary:

The applicant is seeking to rezone the portion in the City limits of one lot (0.84 acres \pm) from Single Family Residential 15 (SF-15) to Limited Commercial (LC). The property in question is total 1.91 acres \pm . The remaining portion of the lot is located within Cumberland County's jurisdiction.

On December 14, the Zoning Commission held a legislative hearing regarding this case. The applicant spoke in favor and no one spoke in opposition. The Commission voted 5-0 to recommend approval of this map amendment.

Background:

The property is located at the northwest corner of Cedar Creek Road and Water Oaks Drive. This property currently has one single family home on it and associated out buildings.

Applicant: Daniel H. Devane

Owner: Daniel H. and Alice S. Devane

Requested Action: SF-15 to LC

Property Address: 1660 Cedar Creek Rd

Council District: 2

Status of Property: Single Family Detached House

Size: 0.84 acres \pm

Adjoining Land Use & Zoning:

- North: LC - Commercial
- South: SF-15 - Water Oaks Dr & Single Family Housing
- East: CC - Commercial Storage
- West: A1 - County

Traffic Count: No traffic count available on Cumberland Street.

Letters Mailed: 21

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 Office / Institutional (OI).

Office / Institutional (OI) is best described as medium intensity nonresidential uses including light industrial, office, flexspaces, warehousing, large schools/institutions.

Businesses or buildings grouped sometimes in business parks. This area also includes utilities and city services.

Issues/Analysis:

History:

According to the County tax records, this parcel was recombined with an adjoining

property in July of 2021. Hence, a portion of the property as platted is in the City of Fayetteville's City Limit and the other portion is in the unincorporated area of Cumberland County.

Surrounding Area:

The site is bordered by a mix of zoning districts, including; SF-15, LC, CC and Cumberland County A1 zoning district.

Rezoning Request:

The applicant is requesting to rezone an area currently zoned SF-15 to LC which would allow either the development of commercial uses or residential type uses.

Land within the City is generally classified by the Unified Development Ordinance (UDO) to be within one of many base zoning districts. Land may be reclassified to one of several comparable zoning districts in accordance with Section 30-2.C.

Straight Zoning:

The request is for a straight zoning from SF-15 to LC. The parcel directly to the north of this property is zoned as LC. Hence, this rezoning request is an extension of an existing zoning district.

The LC District is established and intended to accommodate a wider range of moderate-intensity general retail, business, and service uses that serve groups of neighborhoods instead of just an individual neighborhood-e.g., grocery stores, drugstores, large restaurants, gas stations, and higher order retail uses like specialty stores. The district is not intended to accommodate intensive commercial or other business uses. Residential uses are encouraged on the upper floors of nonresidential establishments. The district is subject to standards intended to ensure development is compatible with surrounding residential neighborhoods.

The proposed zoning district is compatible with the existing surrounding area. This district allows many of the same uses called for in the OI designation of the City's Future Land Use Plan. The request may require a modification to the Future Land Use Plan if approved. This rezoning would not present the issue of spot-zoning.

The reclassification of land to a straight zoning district allows all of the uses that are shown on the attached Use Table taken from the UDO. The City Council may not consider conditions or restrictions on the range of allowable uses, use standards, development intensities, development standards, and other applicable regulations.

Land Use Plan Analysis:

According to Future Land Use Map & Plan, this area is recommended to be developed as Office / Institutional (OI). This district is best described as medium intensity nonresidential uses with light industrial, office, flexspaces, warehousing, large schools/institutions. Businesses or buildings grouped sometimes in business parks.

This area also includes utilities and city services. The request to rezone to LC varies slightly from what is recommended in the Future Land Use Plan (FLUP). However, many of the same uses are encouraged in both FLUP and the LC zoning district. The LC district also matches other zoning districts and use currently adjacent to this site.

Consistency and Reasonableness Statements:

The Future Land Use Plan also sets forth written goals, policies, and strategies. This application looks to follow the City's strategic, compatible growth strategies by meeting many the goals of the Land Use Plan found on the attached Consistency and Reasonableness form.

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. Approve map amendment to LC (recommended);
2. Approve map amendment to a more restrictive zoning district; or
3. Deny map amendment request.

Recommended Action:

The Zoning Commission and Professional Planning Staff recommend APPROVAL of the map amendment to LC based on the following:

- The proposed zoning map amendment implements the policies adopted in the Future Land Use Plan (FLUP), and those policies found in the Unified Development Ordinance (UDO). While the request is not a one to one match with the Future Land Use Plan many of the same uses are allowed in both districts.
- The uses permitted by the proposed change in zoning district classification and standards apply to such use and will be appropriate in the immediate area of the land to be reclassified due to the existing zoning and uses surrounding this property. Many of the surrounding properties are currently zoned same or a more intense commercial district than what is being requested; and
- There are no other factors that will substantially affect public health, safety, morals, or general welfare.

Note: Approval of this rezoning may constitute an amendment to the FLUP as well.

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 Statements

Project Overview**#637235****Project Title:** 1660 Cedar Creek Rd**Jurisdiction:** City of Fayetteville**Application Type:** 5.1) Rezoning (Map Amendment)**State:** NC**Workflow:** Staff Review**County:** Cumberland**Project Location****Project Address or PIN:** 1660 CEDAR CREEK RD (0446802798000)**GIS Verified Data****Property Owner: Parcel**

- 1660 CEDAR CREEK RD: DEVANE, DANIEL H;DEVANE, ALICE S

Acreage: Parcel

- 1660 CEDAR CREEK RD: 1.91

Zoning District:**Subdivision Name:****Fire District:****Airport Overlay District:** Airport Overlay District

- 1660 CEDAR CREEK RD: 1

Hospital Overlay District:**Coliseum Tourism District:****Cape Fear District:** Cape Fear District**Downtown Historic District:**

- 1660 CEDAR CREEK RD: 0

Haymount Historic District:**Floodway:****100 Year Flood:****500 Year Flood:****Watershed:****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:** LC**Acreage to be Rezoned:** .84**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:**

This parcel currently has two zoning designations, A1 and SF15. The part of the parcel that is being requested to be rezoned is the SF15 portion. This is the part of the parcel that has road frontage on Cedar Creek Rd/Hwy 53-210. The old parcel number for this particular piece of land is 0446-80-3885. This portion of the parcel has a single family residential property located on this with one outbuilding. The house is currently unoccupied.

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

1652 Cedar Creek Rd is adjacent to the property and is zoned LC (old PIN#: 0446-81-2075, 0.69 AC).

The other side of the property is a private road (Water Oaks Dr.) and 1666 Cedar Creek Rd is adjacent to the private road and is zoned SF-15. However, the next adjacent properties to this one are zoned LC.

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.:

This rezoning will be consistent with surrounding properties and will provide flexibility for the use of the land. This property is within a busy commercial area of Fayetteville and is located off of Highway 53-210 and within one mile from the I-95 Exit 49 corridor.

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

Yes, the building on the property is currently unoccupied and will be rented to a tenant. It is desirable that this could be a commercial tenant rather than residential.

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

There are not many small office buildings in this section of Cedar Creek Rd, so this property could potentially become a professional office building for a small business. Furthermore, this property could be used for a religious institution and/or a childcare facility which could greatly benefit the surrounding community.

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.:

Most of the properties surrounding the area are commercial in nature and rezoning to LC would provide much needed continuity. Cedar Creek Mini-Storage and Trinity Auto Wash are directly across the street.

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

The commercial activity level of this part of Cedar Creek Road (Hwy 53-210) has been increasing steadily over the past 10 years. Zoning this property LC will allow for much needed commercial tenants and can increase the city of Fayetteville's economic development by providing space for small businesses.

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

It will not encourage premature development because there is already a building on the property that can be renovated and/or can immediately be rented for commercial use once zoned. Furthermore, the adjacent property and properties across the street are already zoned commercial.

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

It will not result in strip-style commercial development because of the existing buildings on the property. Even if the buildings are torn down, there is not enough acreage for any type of large-scale strip-style commercial development on this parcel.

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.:

It will not. The request is for the same zoning as the adjacent property.

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

If this property is zoned LC, then the land value of the property increases significantly. There is a shortage of commercial properties for lease in this area of town. This brings value to the surrounding land.

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

None

Primary Contact Information

Project Contact - Agent/Representative
Daniel DeVane

Project Owner
Daniel DeVane

1660 Cedar Creek Rd
Fayetteville, NC 28312
P:9106241812
devanerealty@gmail.com

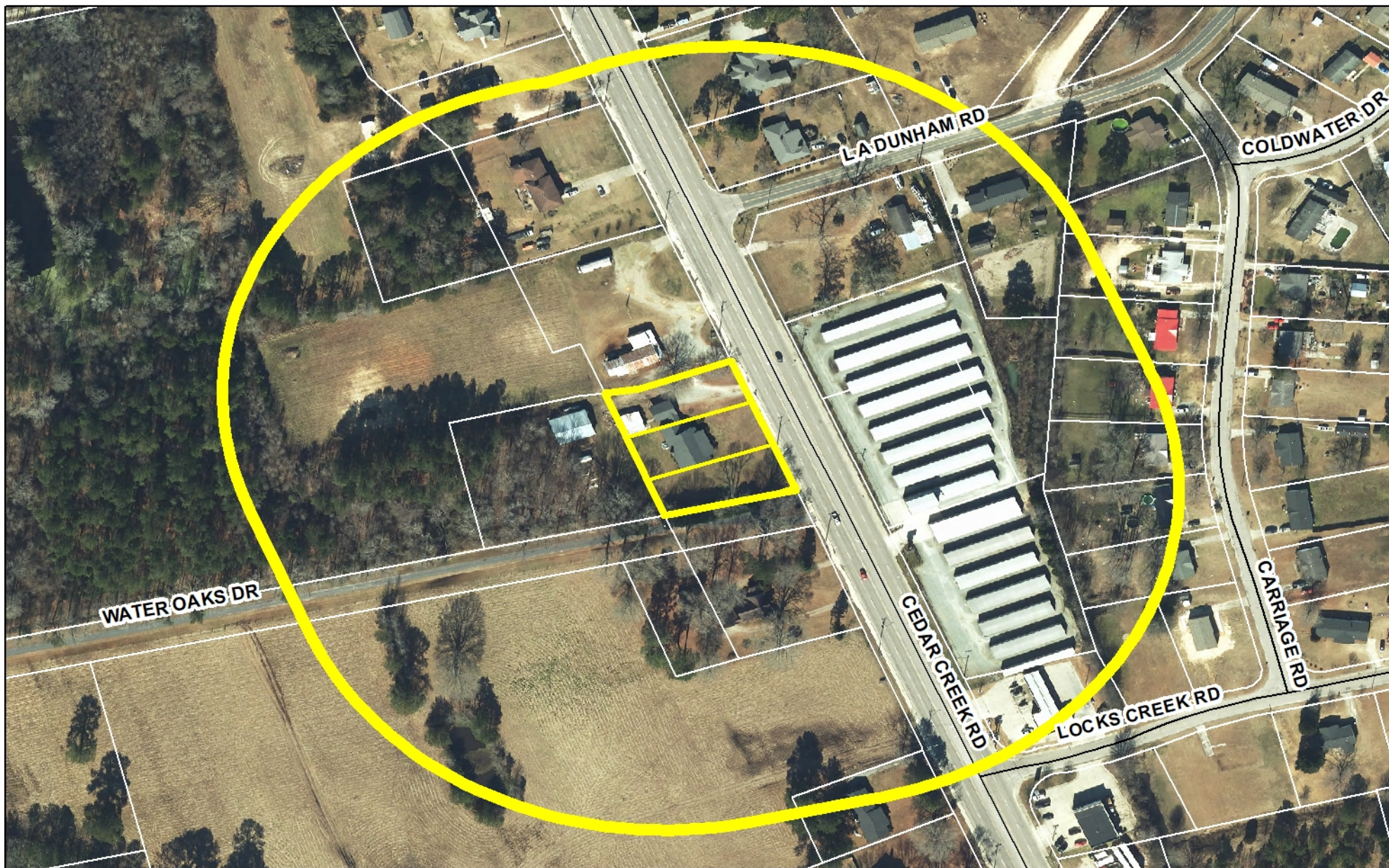
1660 Cedar Creek Rd
Fayetteville, NC 28312
P:9106241812
devanerealty@gmail.com

NC State License Number:

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$30,000. :

Contractor's NC ID#:

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



Aerial Notification Map

Case #: P21-62

Request: Rezoning
SF-15 to LC

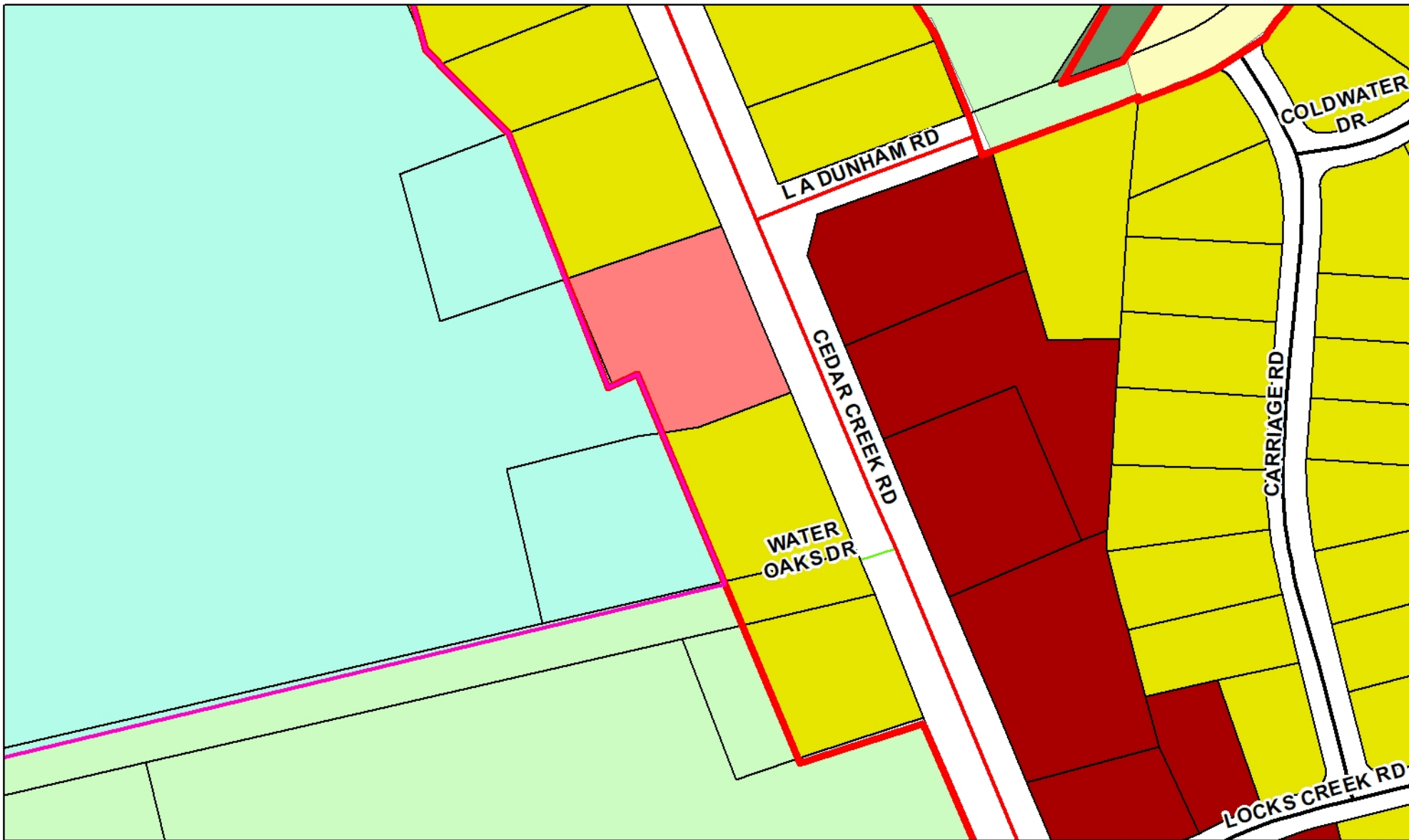
Location: 1660 CEDAR CREEK RD

Legend

-  500' Notification Area
-  Parcels



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.



Zoning Map

Case #: P21-62

Request: Rezoning
SF-15 to LC

Location: 1660 CEDAR CREEK RD

Legend



City Limits



AR - Agricultural-Residential



CC - Community Commercial



LC - Limited Commercial



SF-15 - Single-Family Residential 15



County

County Zoning



A1



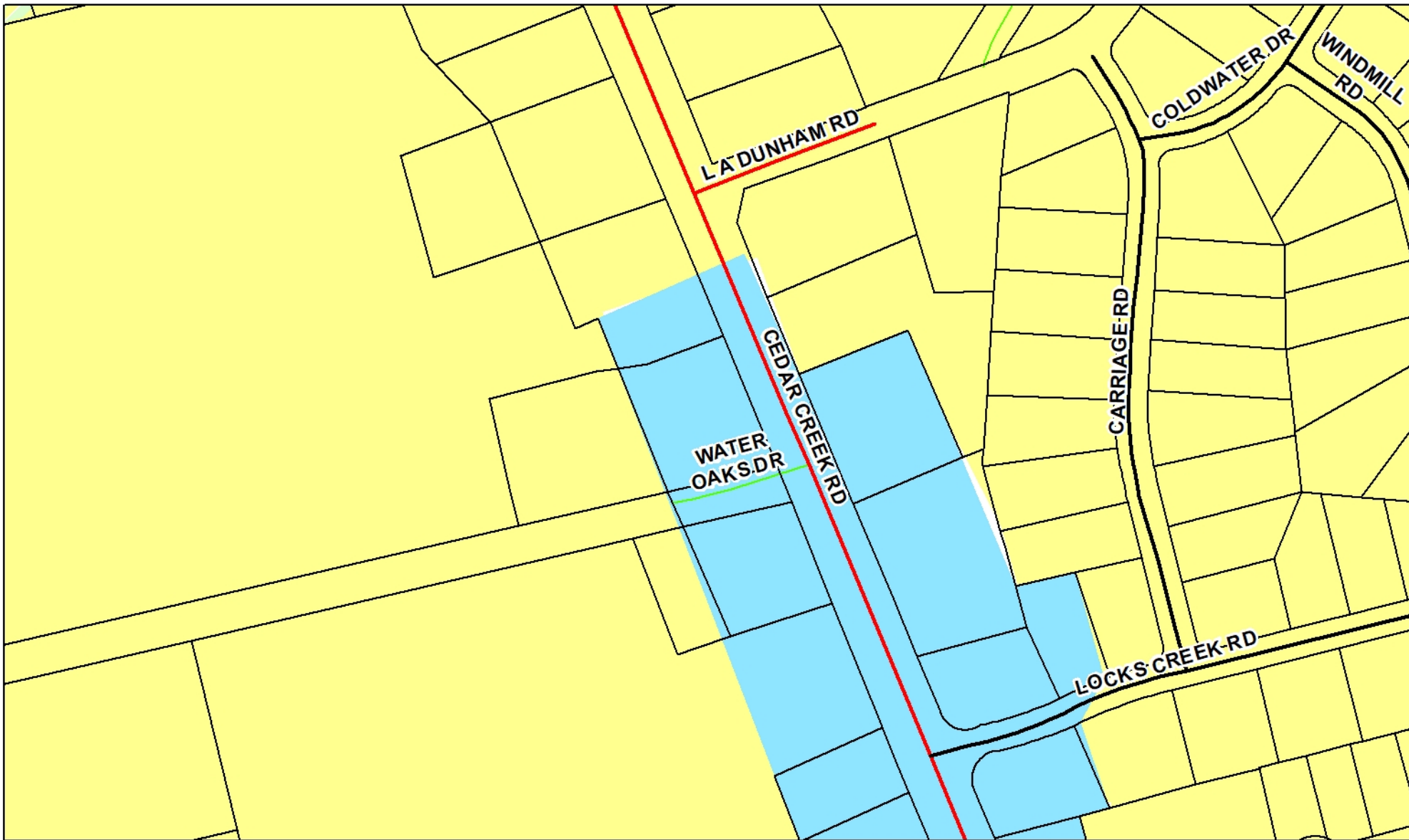
R10



RR



Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.




Land Use Map

Case #: P21-62

Request: Rezoning
SF-15 to LC


Location: 1660 CEDAR CREEK RD


Legend

 Parcels 6/2021

Future Land Use 2040

Character Areas

 OSS - OPEN SPACE SUBDIVISIONS

 LDR - LOW DENSITY

 OI - OFFICE / INSTITUTIONAL



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.

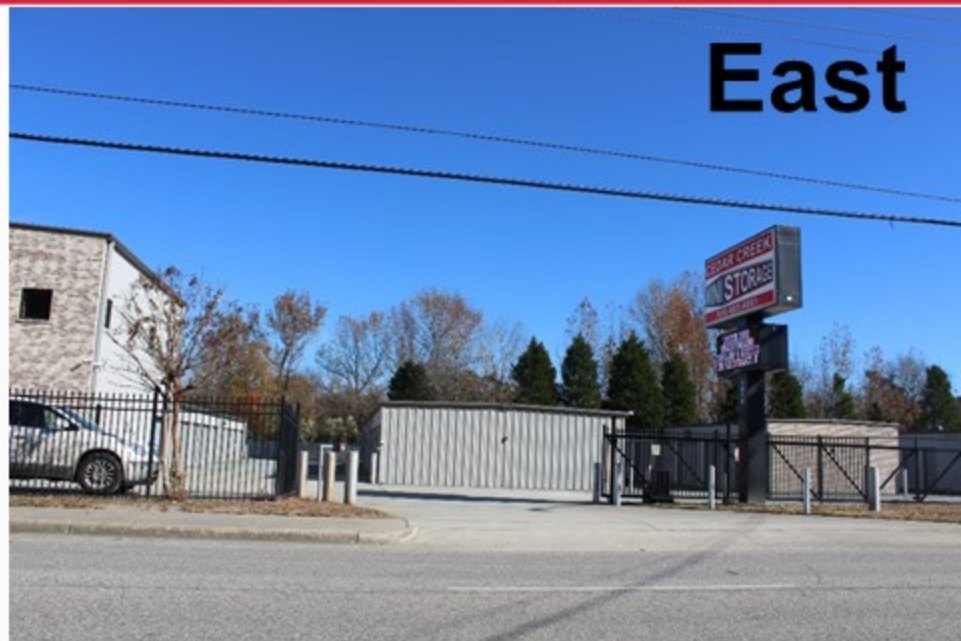


Surrounding Properties

North



East



East



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 P21-62 is consistent / inconsistent [select one] 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 INVESTMENT 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	
1.6: Require adequate infrastructure to be in place prior to or in tandem with new development. This includes road infrastructure such as roads, turn lanes, and sidewalks as well as public services such as parks, schools, water/sewer, police, fire, and emergency services.	X	
1.7: Encourage a logical progression of housing development and discourage "leapfrog" development. Leapfrog development is development that occurs in areas away from existing development and in areas currently not served by infrastructure or adjacent to services, esp. water/sewer. This type of growth can lead to higher costs of providing urban services.	X	
LUP 6: Encourage Development Standards that Result in Quality Neighborhoods	X	

6.1: Encourage quality neighborhood design through maintaining and improving standards for streets, sidewalks, stormwater, and open space.	X	
LUP 8: Require the Reservation of Open Space and Unique Natural Features in New Developments	X	
8.2: Preserve unique natural features through site design	X	
LUP 10: Support Land Use, Site Design and Capital Improvement Initiatives That Increase Resiliency, and Reduce Impacts from Flooding and Natural Disasters	X	
10.1: Encourage on-site stormwater control measures that reduce impacts of new development. Stormwater requirements should seek to mimic pre-development conditions, limit impacts from new development on adjacent properties and reduce the rate of stormwater runoff to avoid erosion of stream banks and encourage groundwater recharge	X	

3. The proposed amendment is consistent / inconsistent [select one] 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	X	The proposed land use is inconsistent and does not align with the area's designation on the FLU Map.
X	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 policies of the Comprehensive Plan as stated above and the Strategic Plan as stated in the Staff Report, and because: [select all that apply]

X 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.

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

X 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.

X improves the tax base.

 preserves environmental and/or cultural resources.

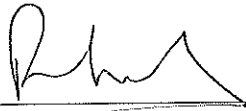
X facilitates a desired kind of development.

X provides needed housing/commercial area.

Additional comments, if any (write-in):

Dec. 14, 2021

Date



Chair Signature

City of Fayetteville

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

City Council Action Memo

File Number: 21-2433

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.04

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D. - Assistant City Manager
Dr. Gerald Newton, AICP - Development Services Director

FROM: Craig Harmon, Planner II, CZO

DATE: January 24, 2021

RE:

SUP21-11. Order of Approval - Findings of Fact: Special Use Permit to allow sixteen Single-Family Attached Dwellings (Townhome/Duplex units) in a Single-Family Residential 10 (SF-10) zoning district, to be located at 880 & 881 Danish Drive (REID # 9499835427000 & 9499837311000), totaling 3.79 acres ± and being the property of Raymond King, King Construction and Development Company, Inc.

COUNCIL DISTRICT(S):

8 - Courtney Banks-McLaughlin

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022

Goals 2026

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

- Objective 2.1 - To ensure a diverse City tax base
- Objective 2.4 - To sustain a favorable development climate to encourage business growth.

Goal III: City Investment in Today and Tomorrow

- Objective 3.2 - To manage the City's future growth and strategic land use.
- Objective 3.3 - To sustain a favorable development and business climate through timely and accurate construction review and building inspection services

Goal IV: Desirable Place to Live, Work and Recreate

- Objective 4.3 - To improve mobility and connectivity through sidewalk, trail, and bike lane investments
- Objective 4.4 - To provide a clean and beautiful community with increased

green spaces

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

Executive Summary:

Due to General Statute 160D, the Order of Approval (Findings of Facts) resulting from an Evidentiary Hearing decision must be approved by the council, board, or commission making the final action, per § 160D-705. The City Council must review and approve the written findings before the Mayor signs the Findings of Facts document.

The Finding of Facts was created based on the City Council meeting records. City Councilmember statements have been incorporated into the motions.

The owner looks to build sixteen townhome style duplex units. These would be built in eight double unit buildings, side by side. The surrounding properties are zoned SF-10 except for the area to the north which is on the Fort Bragg Military Reserve.

In the City's Unified Development Ordinance (UDO) townhomes are defined as a Single-Family Attached Dwelling which must have two or more single-family dwelling units, each with its own outside entrance and individual lot, which are joined together by a common or party wall which is shared by two or more individual dwelling units along the lot line.

On November 22, 2021, the City Council voted 8-1 in favor of granting a Special Use Permit (SUP) to allow sixteen Single-Family Attached Dwellings (Townhome/Duplex units) be built in a Single-Family Residential 10 (SF-10) zoning district, to be located at 880 & 881 Danish Drive.

Background:

Owner: Raymond King, King Construction and Development Company, Inc.

Applicant: Scott Brown, 4D Site Solutions, Inc

Requested Action: SUP - Single-Family Attached Dwellings

Properties Addresses: 880 & 881 Danish Dr

Council District: 8 - Courtney Banks-McLaughlin

Status of Properties: Undeveloped

Size: Approximately 3.79 acres

Adjoining Land Use & Zoning:

- North - MA: Fort Bragg
- South - SF-10: Single-family
- West - SF-10: Single-family
- East - SF-10: Single-family

Letters Mailed: 67

Land Use Plan: LDR - Low Density Residential

LDR - Low Density Residential consist mainly of single family residential with some accessory dwellings; occasionally with duplexes (if isolated) or townhomes. Lots typically 1-4 dwellings per acre. Suburban, auto-oriented character with utility services.

Additional Reviews:

A Technical Review Committee (TRC) examination was conducted as part of the Special Use Permit process. However, this use is allowed in the zoning district so a complete

review of the project will be conducted as part of the Development Review process to ensure the development meets all development standards for the use.

In general, development comments were received, the only specific comment was that if this property is developed as townhomes each unit will have to be on its own individual lot.

Issues/Analysis:

Surrounding Area

To the north is Fort Bragg, to the south, west and east of the subject property are single-family homes.

Special Use Permit Request

The applicant is requesting a Special Use Permit to construct townhomes on a vacant property. The lot is approximately 3.79 acres. Danish Drive is located north of Fillyaw Road. According to the site plan submitted, this portion of Danish Drive will be a private street. The attached site plan shows the layout of the sixteen units.

According to the owner, the proposed use will comply with all of the City's multi-family standards and will be a self-contained complex that will not interfere with the adjoining properties.

The application is only to address the construction of the sixteen townhome site.

Land within the City is generally classified by the Unified Development Ordinance (UDO) to be within one of a number of base zoning districts. Land may be reclassified to one of a number of comparable zoning districts in accordance with Section 30-2.C.

However., The SUP must meet the following findings of facts:

(1) The special use complies with all applicable standards in Section 30-4.C,

Use-Specific Standards;

According to Section 30-5.H *Dwelling, single-family attached* - Multi-Family Design Standards:

These multi-family design standards are intended to:

- a. Establish a minimum level of design quality for three- to four-family residential, attached residential, and multi-family development to foster sustained value and stability within developments and neighborhoods; and
- b. Promote greater compatibility between three- to four-family residential, attached residential, and multi-family development and other allowed uses in the City through standards addressing building size and appearances, as well as off-street parking.

Although there are additional standards identified under Section 30-5.H.2, letter c. under this section states "standards shall not apply to multi-family development consisting of single-family attached structures (townhomes/duplexes).

As shown in the owner's application, the special use complies with the standards set forth in the Unified Development Ordinance (UDO). The minimum lot size is met for a 16-unit townhome/duplex complex. All setbacks meet the given standards. The attached site plan is drawn to meet the requirements of the UDO.

(2) The special use is compatible with the character of surrounding lands and the uses

permitted in the zoning districts(s) of surrounding lands;

According to the submitted site plan and the application, the surrounding property is zoned and constructed as single-family residential homes. The proposed development is a residential development located at the end of Danish Drive. The proposed use is similar in nature to the surrounding uses. The proposed SUP will be compatible with the character of the surrounding property.

- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;
According to the site plan and application, the proposed use is residential and matches the use of the surrounding property. No adverse impacts to the surrounding property is anticipated. The traffic, noise, odor, etc will be similar in nature to the existing uses.
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;
According to the application and site plan, the driveway for the development will be a continuation of where the city street currently ends. The property has remained undeveloped for years. The property will be development in accordance with the current UDO and storm water ordinance.
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;
According to the application and site plan, the project is designed to comply with the current storm water ordinance and UDO for landscaping. No significant deterioration of resources is expected from the project.
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;
According to the application and site plan, the ingress and egress will be from the end of the city street. Negative impacts to traffic is not anticipated.
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and
According to the application and site plan, the neighboring properties are developed as single-family residential homes. The proposed development will be similar in nature. Negative impacts to property values are not anticipated.
- (8) The Special use complies with all other relevant City, State, and Federal laws and regulations.
According to the application and site plan the SUP will comply with all local, state and federal regulations.

Budget Impact:

This action should result in no increase in City services.

Options:

- 1) Approval of the Order of Approval - Findings of Fact. (Recommended);
- 2) Remand to Staff for revision; or

- 3) Denial of the Findings of Fact.

Recommended Action:

Planning Staff recommends approval of the Order of Approval - Finding of Facts for SUP21-11.

Attachments:

1. Application
2. Aerial Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Properties
6. Surrounding Properties
7. Site Plan
8. SUP21-11 Order of Approval - Findings of Fact

Project Overview**#648675****Project Title:** Danish Drive Townhomes**Jurisdiction:** City of Fayetteville**Application Type:** 5.3) Special Use Plan Review**State:** NC**Workflow:** Staff Review**County:** Cumberland**Notice Regarding Special Use Permit Procedural Process**

Special Use Permit

Dear Applicants,

Thank you for applying for a Special Use Permit with the City of Fayetteville. Due to legislative changes, the procedural process for Special Use Permits have changed:

1. Special Use Permits are now considered Evidentiary Hearings. With an Evidentiary Hearing, it is incumbent upon the applicant to present evidence that supports the application. This evidence is required both in writing and verbally.
2. Since the written evidence comes mainly from the application, the eight (8) Findings of Fact are essential. The answers must be complete and accurate.
3. Applicants are required to make, at minimum, an oral presentation to the City Council that addresses the eight (8) Findings of Facts. The applicant has the option of doing a visual presentation as well, but this is not required.
4. Lastly, Special Use Permits no longer have to be reviewed by the Zoning Commission and will proceed directly to the City Council. The deadline dates for Special Use Permits have changed.

Again, thank you for your application. 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.

Enter Your Full Name Here: Scott Brown

Project Location**Project Address or PIN:**

- 880 DANISH DR (9499835427000)
- 881 DANISH DR (9499837311000)

GIS Verified Data**Property Owner:** Parcel**Acreage:** Parcel

- 880 DANISH DR: KING CONSTRUCTION AND DEVELOPMENT COMPANY., INC.
- 881 DANISH DR: KING CONSTRUCTION AND DEVELOPMENT COMPANY INC.

- 880 DANISH DR: 2.71
- 881 DANISH DR: 1.08

Zoning District:

Fire District:

Hospital Overlay District:

Cape Fear District:

Haymount Historic District:

100 Year Flood:

Watershed:

Subdivision Name:

Airport Overlay District:

Coliseum Tourism District:

Downtown Historic District:

Floodway:

500 Year Flood:

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. Also include hours and days of operation, number of employees, number of clients, etc.:

The property is currently vacant. The property will consist of 8 buildings with two residential units each for a total of 16 units.

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

The subject property and surrounding property is zoned SF-10.

Special Use Justification. Answer all questions on this and the following pages (upload additional sheets as needed).

Indicate how the special use complies with all applicable use-specific standards in the City Code of Ordinances.:

The SUP will be in accordance with the current Fayetteville UDO.

Describe how the special use is compatible with the character and uses permitted in the zoning district(s) of surrounding lands.:

The surrounding property is zoned and constructed as single family residential. The proposed development is a residential development located at the end of Danish Drive. The proposed use is similar in nature to the existing use. The proposed SUP will be compatible with the character of the surrounding property.

Indicate how the special use avoids significant adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration.:

The proposed use is residential and matches the use of the surrounding property. No adverse impacts to the surrounding property is anticipated. The traffic, noise, odor, etc will be similar in nature to the existing use.

Demonstrate how the special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands.:

The driveway for the development will be a continuation of where the city street currently ends. The property has remained undeveloped for years. The property will be development in accordance with the current UDO and storm water ordinance.

Explain how the special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.:

The project is designed to comply with the current storm water ordinance and UDO for landscaping. No significant deterioration of resources is expected from the project.

Indicate how the special use maintains safe ingress and egress onto the site and safe road conditions around the site.:

The ingress and egress will be from the end of the city street. Negative impacts to traffic are not anticipated.

Demonstrate how the special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district.:

The neighboring properties are developed as single family residential. The proposed development will be similar in nature. Negative impacts to property values are not anticipated.

The special use complies with all other relevant City, State, and Federal laws and regulations.:

The SUP will comply with all local, state and federal regulations.

Primary Contact Information

Project Contact - Agent/Representative

Scott Brown
4D Site Solutions, Inc
409 Chicago Drive, Suite 112
Fayetteville, NC 28306
P:(910) 4266777
sbrown@4dsitesolutions.com

Project Owner

Raymond King
King Construction and Development Company, Inc
8736 King Road
Fayetteville, NC 28306
P:910-424-3119
kingconst2010@yahoo.com

NC State License Number:

As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$30,000. :

Project Contact - Primary Point of Contact for the Developer

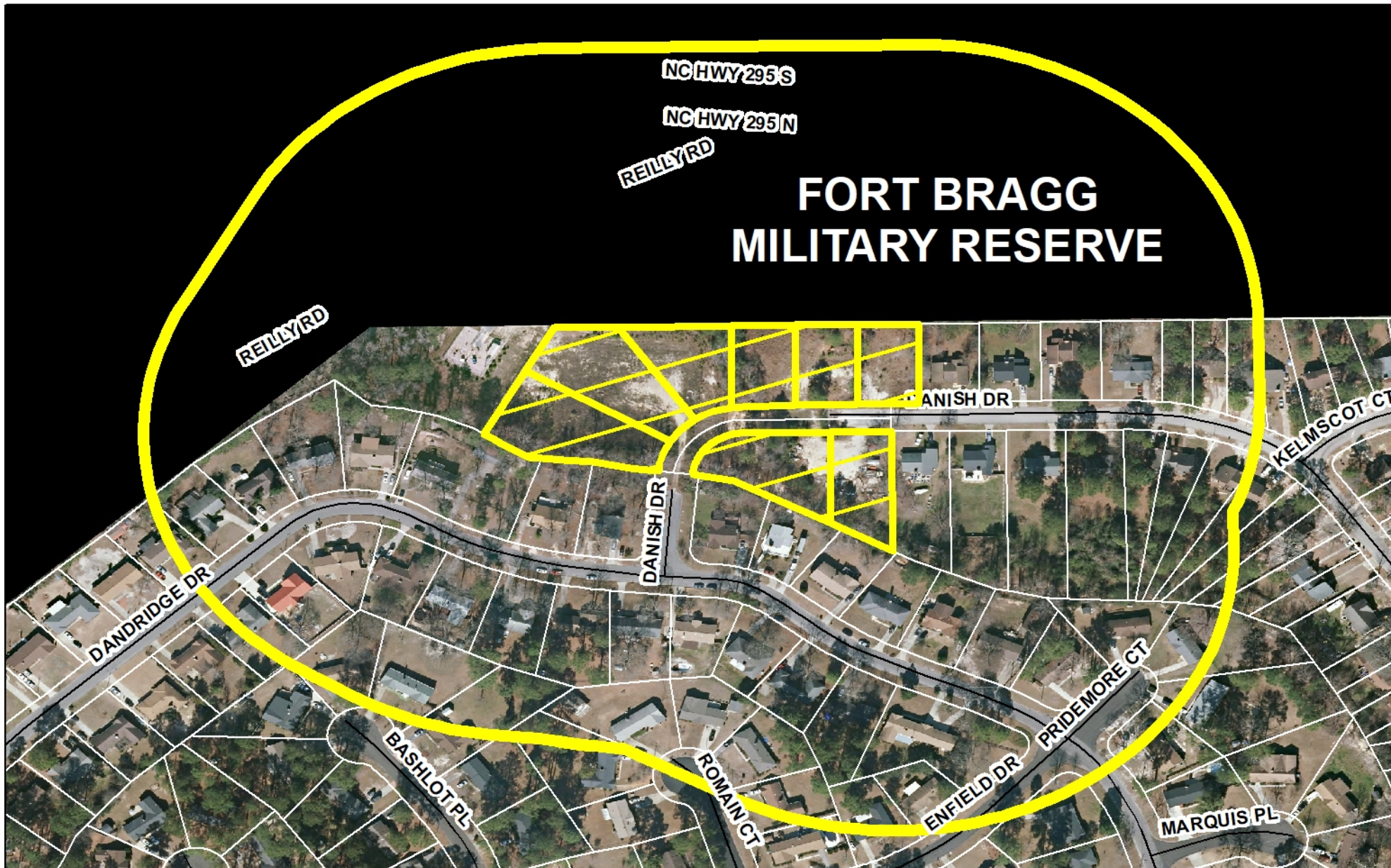
Raymond King
King Construction and Development Company, Inc
8736 King Road
Fayetteville, NC 28306
P:910-424-3119
kingconst2010@yahoo.com

Project Contact - Primary Point of Contact for Engineer

Scott Brown
4D Site Solutions, Inc
409 Chicago Drive, Suite 112
Fayetteville, NC 28306
P:(910) 4266777
sbrown@4dsitesolutions.com

Contractor's NC ID#:

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



Aerial Notification Map

Case #: SUP21-11

Request: Special Use Permit
Single Family Attached Dwellings
Townhomes

Location: 880 DANISH DR
881 DANISH DR

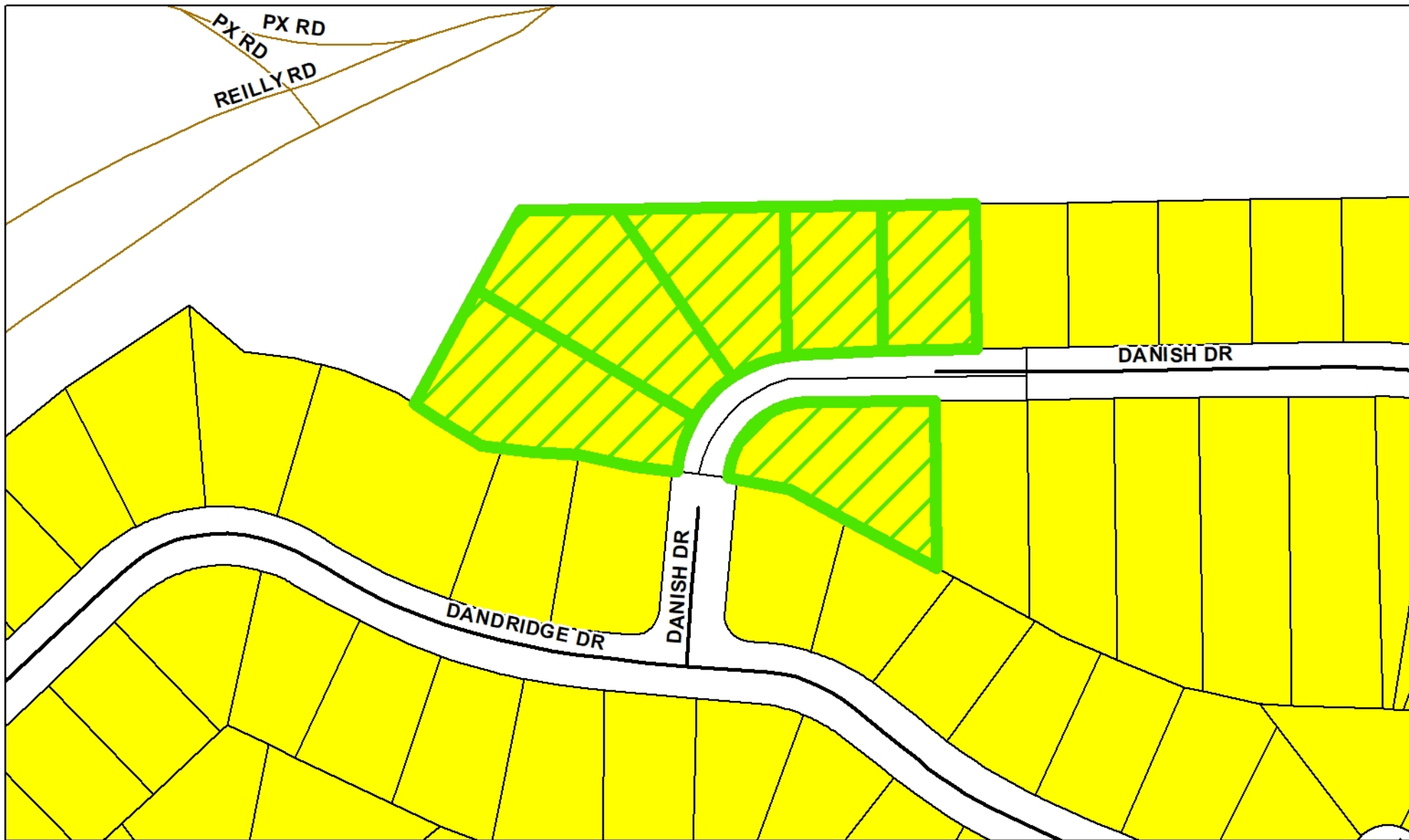
Legend

-  500' Notification Area
-  Parcels



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.





Zoning Map

Case #: SUP21-11

Request: Special Use Permit
Single Family Attached Dwellings
Townhomes

Location: 880 DANISH DR
881 DANISH DR

Legend



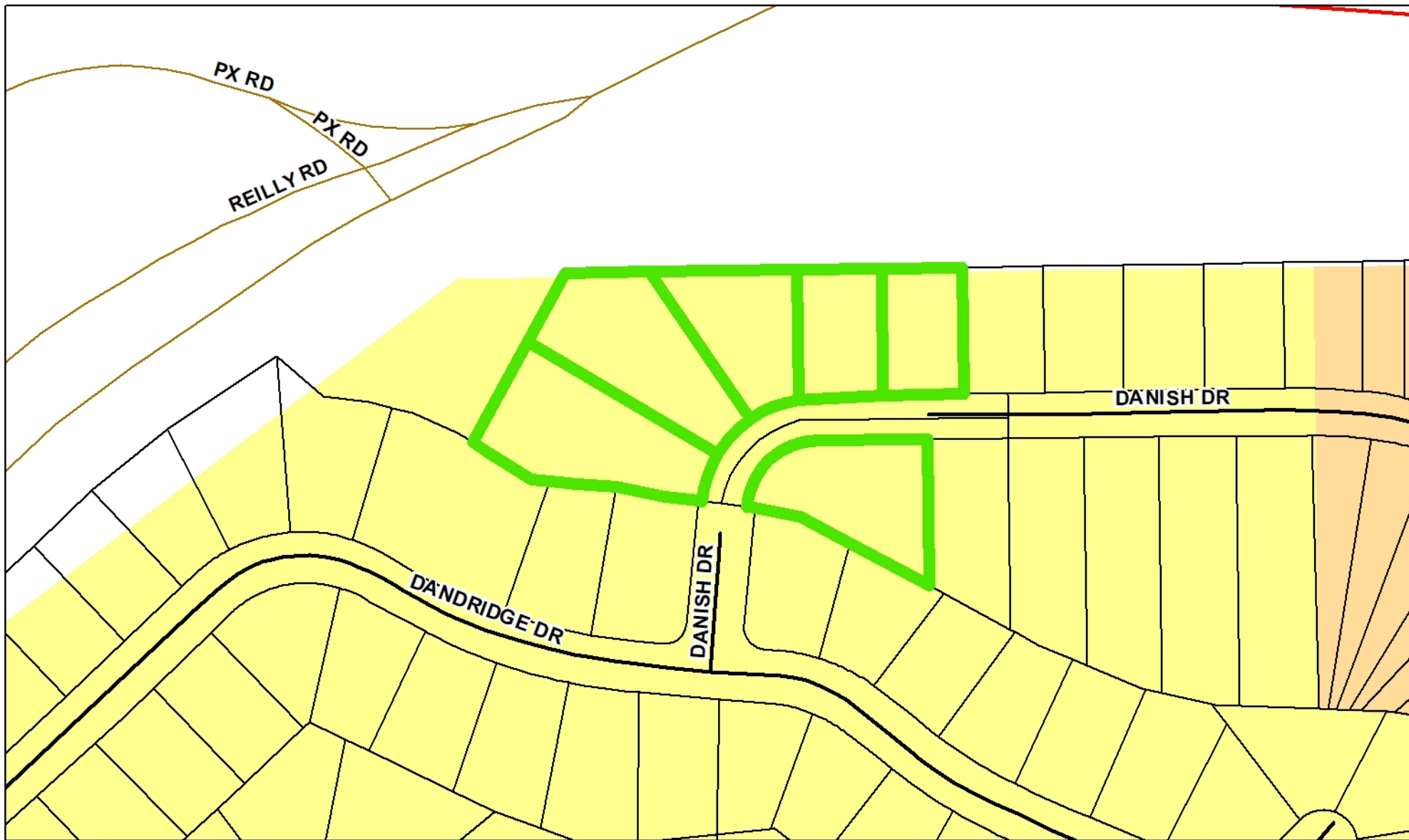
City Limits



SF-10 - Single-Family Residential 10



Letters are being sent to all property owners within the 300' buffer. Subject property is shown in the hatched pattern.




Land Use Map

Case #: SUP21-11

Request: Special Use Permit
Single Family Attached Dwellings
Townhomes


Location: 880 DANISH DR
881 DANISH DR


Legend

 Parcels 6/2021

Future Land Use 2040

Character Areas

 LDR - LOW DENSITY

 MDR - MEDIUM DENSITY



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in the hatched pattern.





East



South



VICINITY MAP NOT TO SCALE

LEGEND:
ECM-EXISTING CONCRETE MONUMENT
EIR-EXISTING IRON ROD
EPK-EXISTING PK NAIL
ERB-EXISTING REBAR
COMPUTED POINT
N/F - NOW OR FORMERLY
R/W - RIGHT OF WAY

PROPERTY LINE
ADJACENT PROPERTY LINE
TIE LINE
RIGHT-OF-WAY
SS SANITARY SEWER LINE
SD STORM DRAINAGE
W WATER LINE
PERMANENT EASEMENT
FENCE LINE
WOODEN FENCE
TREE LINE
240 MAJOR CONTOUR
243 MINOR CONTOUR

229.44' SPOT ELEVATION
BENCHMARK
TRANSFORMER
UTILITY POLE
GUY WIRE
TELEPHONE PEDESTAL
WATER VALVE
FIRE HYDRANT
WATER METER
SANITARY SEWER MANHOLE
CLEANOUT
ASPHALT
BUILDINGS
OPEN SPACE
USEABLE OPEN SPACE
30' - 30' 30' STREAM BUFFER
50' - 50' 50' STREAM BUFFER

N/F
DEPARTMENT OF TRANSPORTATION
DB 9425, PG 784

N/F
CHARLES KIRKWOOD ROBERTS, JR. & WIFE,
RENEATE E. ROBERTS
DB 2720, PG 757
DB 2815, PG 164
PB 127, PG 149

SITE NOTES

- ALL ELEVATIONS SHOWN ARE IN REFERENCE TO THE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR.
- EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
- ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
- HANDICAP RAMPS, SIGNAGE AND PARKING SPACES SHALL BE PROVIDED BY THE CONTRACTOR AND INSTALLED PER FEDERAL ADA AND LOCAL REQUIREMENTS.
- ALL DIMENSIONS ARE TO THE BACK OF CURB OR TO THE FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
- ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
- PARKING STALLS MUST BE STRIPED WITH A 4 INCH CONTRASTING STRIPE (YELLOW ON CONCRETE AND ASPHALT PARKING LOT).
- HANDICAP PARKING SPACES ARE TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON A WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ALL HANDICAP PARKING STALLS REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
- ALL PARKING SPACES ARE TO BE LAID OUT IN ACCORDANCE WITH THE SITE PLAN DIMENSIONS.
- ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
- ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER CITY OF FAYETTEVILLE AND STATE REGULATIONS.

SITE DATA

DEVELOPER KING CONSTRUCTION, INC
MAILING ADDRESS 8736 KING ROAD
CITY, STATE FAYETTEVILLE, NORTH CAROLINA 28306
PIN NUMBER 9499-83-5427 & 9499-83-7311
TOTAL LOT AREA 165,852 SF (3.81 AC)
AREA TO BE DEVELOPED 165,852 SF (3.81 AC)
PROPOSED ZONING SF-10
EXISTING USE VACANT
PROPOSED USE TOWN HOMES
DISTURBED/DENUDED AREA 2.69 AC

SETBACKS REQUIRED:
FRONT 30 FT
SIDE 10 FT
REAR 35 FT

OPEN SPACE:
REQUIRED 16,585 SF
PROPOSED (TOTAL) 17,926 SF
USABLE 10,920 SF

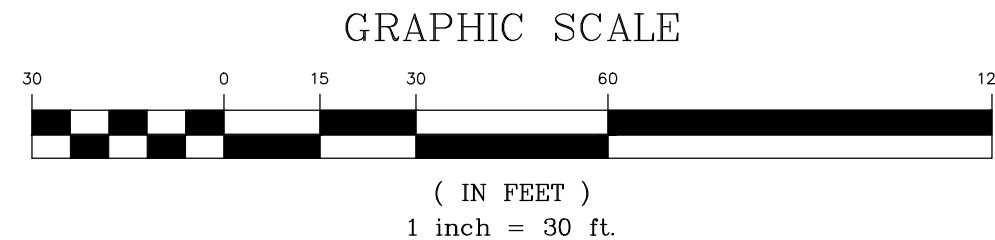
PARKING:
REQUIRED 32
PROPOSED 32

	QTY.	TYPE	PLANTING SIZE	MIN. HEIGHT	SCIENTIFIC NAME
CANOPY TREES					
11	11	WILLOW OAK	2" CALIPER	8'	QUERCUS PHELLOS
13	13	PRINCETON ELM	2" CALIPER	8'	ULMUS AMERICANA 'PRINCETON'
14	14	TULIP POPLAR	2" CALIPER	8'	LIRIODENDRON TULIPIFERA
5	5	AMERICAN HOLLY	N/A	6'	ILEX OPACA
SHRUBS					
68	68	JAPANESE HOLLY	5 GAL.	18"	ILEX CRENATA
68	68	NANDINA	2 GAL.	18"	NANDINA DOMESTICA
68	68	CARISSA HOLLY	5 GAL.	24"	ILEX CORNUATA 'CARISSA'
68	68	LITTLE RICHARD ABELIA	2 GAL.	24"	ABELIA GRANDIFLORA

LANDSCAPING NOTES:

- HEIGHT AND SPREAD OF TREE SPECIMEN SHALL MEET REQUIREMENTS OF THE AMERICAN ASSOCIATION OF NURSERYMEN, AMERICAN STANDARD FOR NURSERY STOCK.
- SITE LIGHTING PLANS REQUIRE LIGHTS TO BE A MIN. OF 15 FEET FROM TREES. ANY ADJUSTMENTS IN THE FIELD NEED TO COMPLY WITH THIS STANDARD AND BE APPROVED BY CITY STAFF.
- EACH TREE MUST BE PLANTED SUCH THAT THE ROOT FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE ROOT FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE ROOT FLARE WITH MULCH.
- DO NOT PLACE MULCH IN CONTACT WITH THE TREE TRUNK. KEEP MULCH A MIN. OF 4" AWAY FROM THE TRUNK BASE.
- ANY CHANGES TO THE PROPOSED PLANT SCHEDULE MUST BE APPROVED BY THE DESIGNER OF RECORD AND THE CITY. IN CASES WHERE THE PLANT SCHEDULE ONLY INCLUDES THE PLANT TYPE AND DOES NOT INCLUDE THE PLANT SPECIES, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT TO THE CITY FOR APPROVAL, A DETAILED PLANT SCHEDULE AND ASSOCIATED PLANTING PLAN PREPARED BY A PROFESSIONAL KNOWLEDGEABLE ABOUT PLANT MATERIAL AND DESIGN, PRIOR TO PROCEEDING WITH INSTALLATION.

*THIS LANDSCAPING PLAN IS THE MINIMUM REQUIRED TO MEET WITH THE CITY OF FAYETTEVILLE UDO. THE OWNER OR DEVELOPER IS ENCOURAGED TO CONSULT WITH A LANDSCAPE ARCHITECT IN ORDER TO DEVELOP A PLAN THAT IS MORE IN DEPTH THAN THE MINIMUM REQUIREMENTS. THIS PLAN IS FOR PERMITTING PURPOSES ONLY.



REVISIONS

PROJECT NAME

DANISH DRIVE TOWNHOMES

SITE PLAN

CLIENT

KING CONSTRUCTION, INC.

8736 King Road
Fayetteville, North Carolina 28306
Phone: (910) 424-3119

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1624

DRAWING SCALE

HORIZONTAL: 1"=30'

DATE RELEASED

OCTOBER 18, 2021

SHEET NUMBER

C-2.0

**CITY OF FAYETTEVILLE
STATE OF NORTH CAROLINA
ORDER TO APPROVE A SPECIAL USE PERMIT
The issuance of a Special Use Permit to allow 16 Single-Family Attached
Dwellings (Townhome/Duplex units) in a Single-Family Residential 10 (SF-10)
zoning district.**

SUP 21-11

Property Addresses: 880 and 881 Danish Drive
Tax Map Numbers: REID #s 9499835427000 and 9499837311000
Property Owner: Raymond King, King Construction and Development Company, Inc.

The City Council for the City of Fayetteville, NC, held an evidentiary hearing on November 22, 2021, to consider a Special Use Permit request filed by Scott Brown of 4D Site Solutions, Inc (“Applicant”) on behalf of Raymond King, King Construction and Development Company, Inc. (“Property Owner”) to issue a Special Use Permit to allow 16 Single-Family Attached Dwellings (Townhome/Duplex units) in a Single-Family Residential 10 (SF-10) zoning district, on the property addressed as 880 and 881 Danish Drive, Fayetteville, NC (“Subject Property”). The Subject Property is presently zoned as Single-Family Residential 10 (SF-10).

On November 10, 2021, a notice of evidentiary hearing was mailed to the Property Owner and all of the owners of property within 500 feet of the Subject Property. On September 12, 2021, a notice of evidentiary hearing sign was placed on the Subject Property. On November 12 and 19, 2021, a notice of evidentiary hearing advertisement was placed in the legal section of *The Fayetteville Observer*.

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. Raymond King, King Construction and Development Company, Inc., is the owner of Single-Family Residential 10 (SF-10) zoned property addressed as 880 and 881 Danish Drive, which contains approximately 0.24 acres in the City of Fayetteville, NC.
2. The Subject Property is currently zoned Single-Family Residential 10 (SF-10) and used for residential use.
3. The Property Owner seeks to build 16 Single-Family Attached Dwellings (Townhome/Duplex units) on the Subject Property.
4. The Applicant filed a timely application for a Special Use Permit on behalf of the Property Owner on October 26, 2021.

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 . . .”. Chapter 30, Article 4, Section 30-4.A.2 permits Residential Uses as a Use Category.

6. Chapter 30, Article 4, Section 30-4.C.4.i.1, Use Table, permits dwelling, single-family attached, in the Single-Family Residential 10 (SF-10) zoning district which meet the Use-Specific Standards.

- a. The special use complies with all of the following applicable standards in Section 30-4.C, Use-Specific Standards:
 - (1) The special use establishes a minimum level of design quality for three- to four-family residential, attached residential, and multi-family development to foster sustained value and stability within developments and neighborhoods.
 - (2) The special use promotes greater compatibility between three- to four-family residential, attached residential, and multi-family development and other allowed uses in the City through standards addressing building size and appearances, as well as off-street parking.
- b. The special use complies with the standards set forth in the Unified Development Ordinance (UDO) as the minimum lot size is met for a 16-unit townhome/duplex complex. All setbacks meet the given standards and the site plan is drawn to meet the requirements of the UDO.
- c. The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands as the surrounding property is zoned and constructed as single-family residential homes; the proposed development is a residential development located at the end of Danish Drive; the proposed use is similar in nature to the surrounding uses; and the proposed Special Use Permit will be compatible with the character of the surrounding property.
- d. The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration as the proposed use is residential and matches the use of the surrounding property and the traffic, noise, odor, etc., will be similar in nature to the existing uses.
- e. The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands. The driveway for the development will be a continuation of where the city street currently ends and the undeveloped property will be developed in accordance with the current UDO and storm water ordinance.

- f. The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources. The project is designed to comply with the current storm water ordinance and UDO for landscaping. There is no evidence of significant deterioration of resources from the project.
 - g. The special use maintains safe ingress and egress onto the site and safe road conditions around the site. The ingress and egress will be from the end of the city street. There is no evidence of negative impacts to traffic. The special use will comply with all other relevant City, State, and Federal laws and regulations.
 - h. The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district. The neighboring properties are developed as single-family residential homes and the proposed development will be similar in nature. There is no evidence of negative impacts to property values.
 - i. The special use is required to comply with all other relevant City, State, and Federal laws and regulations. Compliance with the required regulations will ensure that the surrounding properties are not harmed by this type of use.
7. The Special Use Permit applies to the entire Subject Property currently zoned Single-Family Residential 10 of the parcels identified by REID #s 9499835427000 and 9499837311000 and addressed as 880 and 881 Danish Drive.
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. The City's Technical Review Committee will review and approve all plans before any permits are issued.
10. 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 Raymond King, King Construction and Development Company, Inc., 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 is compatible with the character of surrounding lands and the uses permitted in the zoning district of surrounding lands.
- b. The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration.
- c. The special use will minimize adverse effects, including visual impacts, of the proposed use on adjacent lands.
- d. The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- e. The special use maintains safe ingress and egress onto the site and safe road conditions around the site.
- f. The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district.
- g. 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 FACTS 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 is APPROVED.

VOTE: (8 to 1)

This the 24th day of January, 2022.

MITCH COLVIN, Mayor

ATTACHMENTS

1. Application
2. Notification Map
3. Zoning Map
4. Land Use Plan Map
5. Subject Properties
6. Surrounding Properties
7. Site Plan

City of Fayetteville

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

City Council Action Memo

File Number: 21-2454

Agenda Date: 1/24/2022

Version: 1

Status: Draft

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.05

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Daniel Edwards, Assistant Director of Public Services,
Sheila Thomas-Ambat, PE, CCM, CFM, Director of Public Services

DATE: January 10, 2022

RE:

Award Contract for the Purchase of Four (4) Knuckle Boom Trucks

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

The Council is asked to approve award of a contract for the purchase of four (4) Knuckle Boom refuse trucks to the lowest responsive, responsible bidder.

Background:

Formal bids for the purchase of four (4) Knuckle Boom refuse trucks were opened on October 29, 2021, and received one reply from White's International Trucks Sales & Service. On November 2, 2021, the RFP for KBs was rebid due to one bidder in the first RFP, and no new bidders were received. On October 11, 2021, Council adopted the Budget Ordinance Amendment 2022-4 to appropriate loan proceeds to the Solid Waste Fund. Staff indicated funding for purchasing the four additional knuckle-boom trucks is provided by loan proceeds in the current fiscal year.

Staff recommends that Council award a contract to the lowest responsive, responsible bidder, White's International Trucks Sales & Service; Wilson, NC, for the purchase of Four International HV607 Chassis with Petersen TL-3 Lighting Loader 20' w/Boom 22' 40 yard

Hardox Body at a cost of \$208,974.63 each; for a total purchase price of \$835,898.52.

Attached is a copy of the bid tabulation and evaluation summary sheet.

Issues/Analysis:

There are no known issues regarding this recommendation.

Budget Impact:

*A total of \$835,898.52 is included in the FY2023 budget for the purchase of these trucks. The difference in the budgeted amount and the actual cost of the units will come from residual funds from the purchase of grapple/boom trucks and by delaying the purchase of one pickup truck (**get this wording from Budget**).*

Options:

- 1 - Award contract as recommended by staff.
- 2 - Not award contract and provide further direction to staff.

Recommended Action:

Award contract for the purchase of four (4) International HV607 Chassis with Petersen TL-3 Lighting Loader 20' w/Boom 22' 40 yard Hardox Body at a cost of \$835,898.52 from the lowest responsive, responsible bidder, White's International Trucks Sales & Service; Wilson, NC.

Attachments:

Bid Tabulation and Evaluation Summary

City of Fayetteville

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

City Council Action Memo

File Number: 21-2465

Agenda Date: 2/14/2022

Version: 1

Status: Draft

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.06

City of Fayetteville

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

City Council Action Memo

File Number: 21-2466

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.07

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D., 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: January 24, 2022

RE:

Uninhabitable Structures Demolition Recommendations

633 Robeson St.	District 2
2220 Progress St.	District 2
316 Horseshoe Rd.	District 4
949 Louise Cir.	District 7

COUNCIL DISTRICT(S):

2, 4, 7

Relationship To Strategic Plan:

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

Executive Summary:

Staff request for demolition ordinance approval on three residential buildings determined to be dangerous and one residential building determined to be blight.

Background:

633 Robeson Street- PIN 0437-10-7728-

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is a vacant residential building that was inspected and condemned as a dangerous structure on September 3, 2021. The structures porch railings and columns need repair; exterior and interior doors

and frames need repair; window panes need repair; window frames and window sashes need repair; roofing material, flashing and trim/fascia need repair; roof rafters and sheeting need repair. Notice of the hearing was published in the Fayetteville Observer newspaper September 12, 2021. A hearing on the condition of the structure was conducted on September 23, 2021, at which the owner did appear. A subsequent Hearing Order to repair or demolish the structure within 90 days was issued and mailed to the owner on September 24, 2021. To date, there has been no repairs to the structure and the structure has not been demolished. In the past 24 months, there has been 3 calls for 911 service to the property. There has been 5 code violation case with no City assessments and \$620.77 in outstanding taxes.

2220 Progress Street- PIN 0426-92-8666-

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is currently a vacant residential building razed by fire and was inspected and condemned as a dangerous structure on September 10, 2021. The structures ceiling and ceiling joists need repair; interior and exterior walls need repair; exterior and interior doors and frames need repair; window panes need repair; window frames and window sashes need repair; roofing material, flashing and trim/fascia need repair; roof rafters and sheeting need repair. A hearing on the condition of the structure was conducted on September 23, 2021, at which the owners did not appear. Notice of the hearing was published in the Fayetteville Observer newspaper October 3, 2021. A second hearing on the condition of the structure was conducted on October 14, 2021, at which the owners did not appear. A subsequent Hearing Order to repair or demolish the structure within 60 days was issued and mailed to the owner on October 14, 2021. To date, there has been no repairs to the structure and the structure has not been demolished. In the past 24 months, there have been 9 calls for 911 service to the property. There has been 5 code violation case with no City assessments and \$696.74 in outstanding taxes.

316 Horseshoe Road- PIN 0408-29-1094-

The City Inspector is required to correct conditions that are found to be in violation of the Dwellings and Buildings Minimum Standards. The structure is currently a vacant residential building razed by fire and was inspected and condemned as a dangerous structure on May 27, 2021. The structures front and rear porch framing and flooring need repair; Ceiling and ceiling joists need repaired; window panes, frames and sashes need repair; roofing material, flashing, trim and fascia need repair; roof rafters and sheathing need repair. Notice of the hearing was published in the Fayetteville Observer newspaper June 6, 2021. A hearing on the condition of the structure was conducted on June 17, 2021, at which the owners did appear. A subsequent Hearing Order to repair or demolish the structure within 180 days was issued and mailed to the owner on June 18, 2021. To date, there has been no repairs to the structure and the structure has not been demolished. In the past 24 months, there have been 1 call for 911 service to the property. There has been 1 code violation case with no City assessments and \$1,250.10 in outstanding taxes.

949 Louise Circle- PIN 0407-52-8846-

The City Inspector is required to correct conditions that are found to be in violation of the

Dwellings and Buildings Minimum Standards. The structure is currently a vacant residential building and was inspected and condemned as a blight structure on June 28, 2021. The structures front and rear porch framing and flooring, porch railings and columns, exterior and interior walls, exterior and interior doors and frames need repair; window panes need repair; roofing material, flashing and trim/fascia need repair.. Notice of the hearing was published in the Fayetteville Observer newspaper July 4, 2021 and July 25, 2021. A hearing on the condition of the structure was conducted on July 15, 2021, at which the owners did appear. A second hearing on the condition of the structure was conducted on July 25, 2021, at which the owners did appear. A subsequent Hearing Order to repair or demolish the structure within 120 days was issued and mailed to the owner on August 6, 2021. To date, there has been no repairs to the structure and the structure has not been demolished. In the past 24 months, there have been no calls for 911 service to the property. There has been 2 code violation case with \$2,263.25 in City assessments and \$4,121.38 in outstanding taxes.

Issues/Analysis:

The subject properties are sub-standard and detrimental to the surrounding neighborhood and promotes nuisances and blight, contrary to the City's Strategic Operating Plan Goal 1.

Budget Impact:

The demolition cost of these structures will be determined at a later date subject to a competitive bidding process to be conducted after adoption of the demolition ordinances. There may be additional unknown costs for asbestos testing and abatement if needed.

Options:

Adopt the ordinances and demolish the structures.
Abstain from any action and allow the structures to remain.
Defer any action to a later date

Recommended Action:

Staff recommends the Council move to adopt the ordinances authorizing demolition of the structures. Council is advised that staff will continue to work with property owners up until the actual beginning of the City-ordered demolition to either bring the structures into a code-compliant state, to obtain voluntary owner-initiated demolition, or to achieve abatement of the violation with the assistance of the Blight Removal Program.

In the event we are successful in voluntary compliance, we will bring Council a demolition rescission ordinance to remove the original demolition order from clouding the deed of the property. We prefer to get demolition ordinances approved as Council action increases our leverage with property owners in obtaining code compliance. Only an action by the Council can stay or suspend demolition proceedings after a demolition order has been adopted.

Attachments:

Aerial maps, violation photos, and proposed ordinances



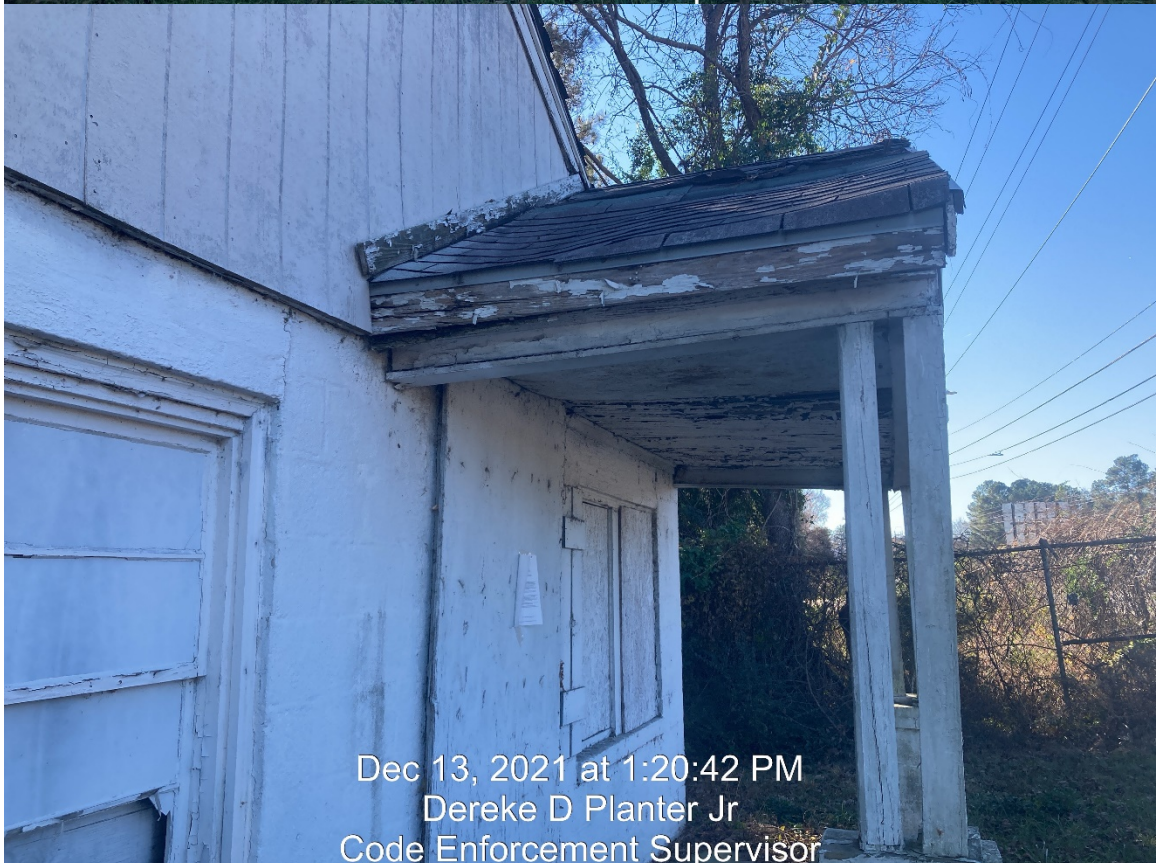
1000 N. 10th St. Suite 100
Tulsa, OK 74103
Phone: 918.438.1234



OKLAHOMA
Department of Transportation
www.okdot.com



Dec 13, 2021 at 1:20:30 PM
Dereke D Planter Jr
Code Enforcement Supervisor



Dec 13, 2021 at 1:20:42 PM
Dereke D Planter Jr
Code Enforcement Supervisor

(posts and railings, rotted, roof covering loose, rotted, broken, sagging excessively)



(exterior finish not weathertight without holes; Stairs and steps not free of holes, grooves and cracks)



Dec 13, 2021 at 1:24:50 PM
Dereke D Planter Jr
Code Enforcement Supervisor

(Broken, overloaded, decayed or excessively sagging sills, beams, girders and joists)

**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**

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, concerning certain real property described as follows:

633 Robeson Street
PIN 0437-10-7728-

LEGAL: Parcel 0437-10-7728... the legal description on the deed does not cover the entire PIN number. I could not find the other portion deeded into Willie Milligan. The tax office could not explain why they had the parcel mapped this way. There is a conflict of owner according to the deed records by the way the parcel is mapped and there could be legal issues causing LaFayette Motor Sales, Inc. to have claim on a portion of the property.

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

Erica Demetra Milligan
4019 Catherine Drive
Fayetteville, NC 28306-8407

Wilhelmena McKinnon
729 Ashburton Drive
Fayetteville, NC 28301-3019

Doretha Thompson
2002 Newark Ave.
Fayetteville, NC 28301

Edna M. Milligan
PO Box 58251
Fayetteville, NC 28305-8251

Willie Milligan, Jr.
4795 Grays Creek Church Road
Hope Mills, NC 28348-7807

Estate of Bertha Ann Walker Milligan
c/o Clerk of Court
Attn: Estates Division
117 Dick Street
Fayetteville, NC 28301
RE: 20 E 1729/ Bertha Ann Walker Milligan

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before December 24, 2021.
- (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 NC General Statute 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 fully reviewed the entire record of said Hearing Official thereon, and finds, that all findings of fact and all orders therein of said Hearing Official are true and authorized except:
None.
- (5) That pursuant to NC General Statute 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 NC General Statute 160D-1203(7) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____ 24th _____ day of _____ January _____, 2022.

CITY OF FAYETTEVILLE

BY:

Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk



LOCATION: 2220 Progress Street
PIN#: 0426-92-8666





Dec 13, 2021 at 1:06:17 PM
Dereke D Planter Jr
Code Enforcement Supervisor



Dec 13, 2021 at 1:06:32 PM
Dereke D Planter Jr
Code Enforcement Supervisor

(Roof and ceiling damaged due to fire; Interior finish has holes and excessive cracks which permit air to penetrate rooms)



Dec 13, 2021 at 1:06:52 PM
Dereke D Planter Jr
Code Enforcement Supervisor



Dec 13, 2021 at 1:06:58 PM
Dereke D Planter Jr
Code Enforcement Supervisor

(Flooring is rotten, worn and fire damaged, with holes or excessive cracks)



Dec 13, 2021 at 1:07:40 PM
Dereke D Planter Jr
Code Enforcement Supervisor

(flashing and trim/fascia damaged and burnt; roof rafters and sheathing need repair)

**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**

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, concerning certain real property described as follows:

2220 Progress Street
PIN 0426-92-8666-

LEGAL: BEGINNING at a stake in the west margin of Progress Street on the southeast corner of Lot 3, and running thence with the western margin of Progress Street South 12 degrees 12 minutes East 60 feet; thence South 77 degrees West 138 feet; thence North 12 degrees 12 minutes West 60 feet; thence North 77 degrees East 138 feet to the beginning, being Lot No. 4 in the Subdivision of the M. B. Person property according to plat recorded in Plat Book 12, Page 78, Cumberland County Registry.

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

Earlise Jones
PO Box 25437
Tampa, FL 33622

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before December 15, 2021.
- (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 NC General Statute 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 fully reviewed the entire record of said Hearing Official thereon, and finds, that all findings of fact and all orders therein of said Hearing Official are true and authorized except:

None.

- (5) That pursuant to NC General Statute 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 NC General Statute 160D-1203(7) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____ 24th _____ day of _____ January _____, 2022.

CITY OF FAYETTEVILLE

BY:

Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk



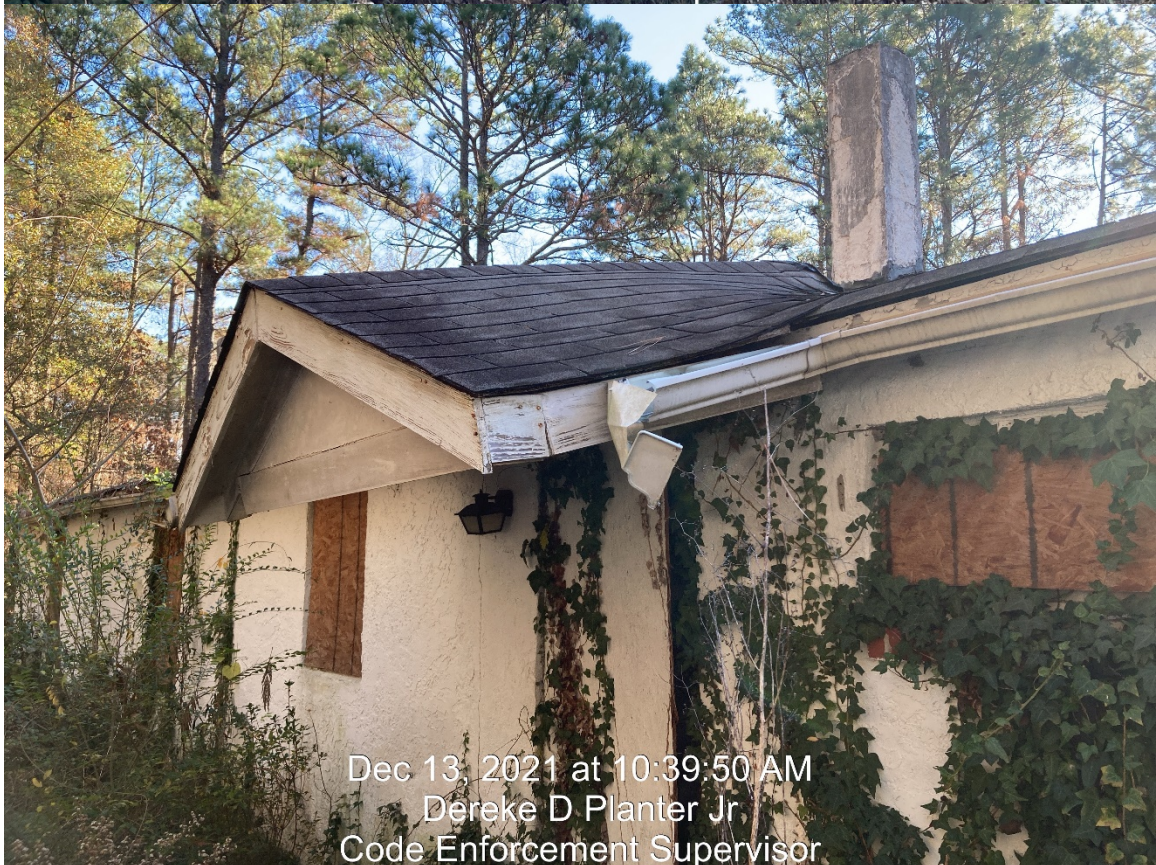
1000' NORTH of Granite Street
1000' WEST of 100'



ARVET **ARVET** **ARVET**
ARVET ARVET ARVET



(exterior finish not weathertight, Roof covering loose, with holes or leaks.)



(rafters rotted, broken, sagging excessively)



Dec 13, 2021 at 10:39:32 AM
Dereke D. Planter Jr.
Code Enforcement Supervisor

(Open wells and open basements or structures where construction of such structure has been abandoned)

**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**

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, concerning certain real property described as follows:

316 Horseshoe Road
PIN 0408-29-1094-

LEGAL: BEGINNING at an iron stake, the southwest corner of lot 1A as shown on a map of Hannah Monroe's property made by A.W. Bizzell, Surveyor, in Lewis E. McKay's line and runs thence with the line of Lot No. 1 A North 10 degs. West 559.5 feet to an iron stake in William Ray's line, the northwest corner of Lot Number 1A; thence with William Ray's line South 79 degs. 48 mins. West 98.5 feet to an iron stake, the corner of Lot Number 16; thence with the line of Lot Number 1C South 10 degs. East 563 feet to an iron stake in Lewis E. McKay's line North 77 degs. 55 mins. East 99 feet to the beginning, containing 1.30 acres, more or less, and being lot No. 1B in the division of Hannah Monroe's land, Hannah Monroe having acquired said land by deed recorded in Book 643, Page 216, of Cumberland County records, and being a part of the William Monroe lands.

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

Deloris Smalls, formerly Deloris Walker
1305 Clark Street
Pittsburgh, PA 15221

Richard Moore AKA Richard Monroe
c/o Deloris Smalls, formerly Deloris Walker
1305 Clark Street
Pittsburgh, PA 15221

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before December 18, 2021.
- (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 NC General Statute 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 fully reviewed the entire record of said Hearing Official thereon, and finds, that all findings of fact and all orders therein of said Hearing Official are true and authorized except:
None.
- (5) That pursuant to NC General Statute 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 NC General Statute 160D-1203(7) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____ 24th _____ day of _____ January _____, 2022.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk



1000 W. 10th St. (approx. lot)
1000 W. 10th St. (approx. lot)



LEWIS & CLARK
UNIVERSITY



(front porch framing; Roof covering shall loose)



(Exterior walls need repair; structure shall be on firm ground.)



5/21/21, 10:22 AM
Dereke D. Planter Jr
Code Enforcement Supervisor
(Roof covering loose; rotted and decaying)

**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**

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, concerning certain real property described as follows:

949 Louise Circle
PIN 0407-52-8846-

LEGAL: BEING all of Lot No. 9, in Block A, of a subdivision known as "HOLLYWOOD HEIGHTS, SECTION II", as shown on a plat of the same duly recorded in Book of Plats 22, Page 28, Cumberland County Registry.

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

Unknown Heirs of Sam D. Fritz
c/o Stanley Fritz
7534 Overbrook Dr., Apt. B
Fayetteville, NC 28303

Possible Heirs
Stanley Fritz
7534 Overbrook Dr., Apt. B
Fayetteville, NC 28303

Dennis Fritz
10635 Sourwood Ave, Lot 30
Waldorf, MD 20603

Sam Fritz, Jr.
1301 Woodfall Dr.
Birmingham, AL 35228

Jacqueline Fritz
6433 Lemans Ln.
Columbus, GA 31909

- (2) All due process and all provisions of the Dwellings and Buildings Minimum Standards Code of the City having been followed, the Hearing Official duly issued and served an order requiring the owners of said property to: repair or demolish the structure on or before December 4, 2021.
- (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 NC General Statute 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 fully reviewed the entire record of said Hearing Official thereon, and finds, that all findings of fact and all orders therein of said Hearing Official are true and authorized except:
None.
- (5) That pursuant to NC General Statute 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 NC General Statute 160D-1203(7) shall be effective from and after the date the work is completed and shall have priority as provided by law, and a record of the same shall be available in the office of the City of Fayetteville Finance Department, Collections Division, 2nd Floor - City, 433 Hay Street, Fayetteville, NC 28301.

SECTION 3

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

Adopted this _____ 24th _____ day of _____ January _____, 2022.

CITY OF FAYETTEVILLE

BY: _____
Mitch Colvin, Mayor

ATTEST:

Pamela Megill, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 21-2470

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.08

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D. - Assistant City Manager

FROM: Christopher Cauley, MPA - Economic & Community Development
Director
Kelly Olivera - Budget & Evaluation Director

DATE: January 24, 2022

RE:

Adoption of Special Revenue Project Ordinance 2022-10 for a North Carolina
Department of Commerce Rural Economic Development Grant to Best Building,
LLC for its eClerx, LLC project.

COUNCIL DISTRICT(S):

District 9 - Councilmember Yvonne Kinston

Relationship To Strategic Plan:

Goal 2: Responsive City Government Supporting a Diverse and Viable Economy

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

Goal 6: Collaborative citizen and Business Engagement

- 6.2: To ensure trust and confidence in City government through transparency and high quality customer service
- 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialog, collaboration and empowerment

Executive Summary:

The City has been awarded a \$70,000 Rural Economic Development Grant from the North Carolina Department of Commerce (NCDOC) for a Building Reuse grant for Best Building, LLC's eClerx, LLC project. The Fayetteville-Cumberland Economic

Development Corporation (FCEDC), in partnership with the Economic and Community Development Department (ECD), is assisting Best Building, LLC with funding for the substantial rehabilitation of an existing commercial facility. The company will undertake significant renovations of its property at 235 North McPherson Church Road, and in turn, guarantee the creation of 150 new full-time jobs.

The grant requires that the City provide a five-percent (5%), or \$3,500 cash match for the project. Special Revenue Project Ordinance 2022-10 will appropriate \$70,000 of grant proceeds and the City's \$3,500 match for the project. At least \$140,000 of qualified expenditures will have to be made by Best Building, LLC for the eClerx, LLC project to qualify for the funding.

Background:

The Building Reuse Program, under the Rural Grants/Programs Section of the North Carolina Department of Commerce, provides grants to local governments. Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location, and 3) the renovation, expansion or construction of health care entities that will lead to the creation of new, full-time jobs.

The amount of state funding approved in the grant is \$70,000 based upon the number of jobs that will be created in the specified timeframe of the grant. At the time of the application for the grant, it was projected that total investment by Best Building, LLC in the rehabilitation project would reach \$144,558.

The City of Fayetteville has elected to administer this as a performance grant. The eClerx, LLC project will be required to create 150 new full-time jobs, and maintain them in existence for six consecutive months prior to the termination date of the agreement with NCDOC. If the terms of the agreement are not met, the City's match and the grant will not be paid out.

Issues/Analysis:

The program delivers the funding to the recipient in a forgivable loan or a performance grant. There are benefits and drawbacks to each approach. The forgivable loan allows the business to get the cash needed to accomplish the goals but requires the City to secure the investment with a lien on the property. The performance grant allows the City to ensure all grant requirements are met prior to disbursing any funds, but the business needs to secure its upfront funds.

Documents required to move this agreement forward include a grant agreement between the City and the NCDOC. If the City elected to administer this as a forgivable loan, the Loan Agreement and Legally Binding Commitment between the City and Best Building, LLC would need to be executed, and the company would be required to complete a promissory note and deed of trust on the property to secure the City's position.

Budget Impact:

The City's contribution for this project is \$3,500, which will be provided by a General Fund transfer. There is sufficient funding available in the ECD general fund budget for FY 2022

to accommodate this grant match.

Options:

- 1) Adopt Special Revenue Project Ordinance 2022-10, and authorize the City Manager to execute required documents to accept the grant and execute the agreements.
- 2) Do not adopt Special Revenue Project Ordinance 2022-10 and provide additional direction to staff.

Recommended Action:

Staff recommends that the City Council move to adopt Special Revenue Project Ordinance 2022-10 and to authorize the City Manager to execute appropriate documents to accept the grant and execute the agreement with Best Building, LLC.

Attachments:

- Special Revenue Project Ordinance 2022-10
- Building Reuse Program Grant Agreement

SPECIAL REVENUE FUND PROJECT ORDINANCE
ORD 2022-10

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 to fund a forgivable loan to eClerx, LLC for the renovation of a building at 235 North McPherson Church Road, as funded under a Building Reuse Program grant from the NC Department of Commerce, Rural Economic Development Division.
- 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:

North Carolina Department of Commerce, Rural Economic Development Division	\$ 70,000
Local Match - General Fund Transfer	3,500
Local Match - In-kind Expenditures, eClerx, LLC	66,500
	<u>\$ 140,000</u>

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

Project Expenditures	<u>\$ 140,000</u>
----------------------	-------------------

- Section 5. Copies of this special revenue project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.
- Section 6. The City Manager is hereby authorized and directed to take such action as he may deem necessary or appropriate to execute this ordinance.

Adopted this 24th day of January, 2022.



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

December 28, 2021

The Honorable Mitch Colvin
Mayor
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301-5537

Re: Contract Agreement for Grant Number 2022-045-3201-2587; Your Signature and Reply is Requested
Project Title: "eClerx, LLC/Project Professional"

Dear Mayor Colvin:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at nichole.gross@nccommerce.com.

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **City of Fayetteville** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Best Building, LLC a North Carolina limited liability company** (the “Owner”) owns certain real property located at:

235 North McPherson Church Road
Fayetteville, NC 28301

in **Cumberland** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.

- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

1. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **12/9/2021** ("Effective Date") and shall terminate on **12/9/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$70,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.
5. Independent Status of the Governmental Unit.
 - a) The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
 - b) The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is

entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
 - a) The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
 - b) The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
9. Monitoring, Reports and Auditing.
 - a) The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
 - b) The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

- c) The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- d) Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- e) The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- a) If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

- b) The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.
12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- a) The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.

- b) There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- c) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- d) The Governmental Unit is solvent.
- e) A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- a) Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- b) Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- c) If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- a) The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
 - b) If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.
15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar

unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- a) Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- b) Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- c) Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- d) Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

- e) Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **The Honorable Mitch Colvin**
Mayor
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301-5537

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Fayetteville


Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature:  _____ [SEAL]

Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 5/10/2021

BUILDING REUSE PROGRAM

City of Fayetteville
eClerx, LLC/Project Professional

2021-045-3201-2587

EXHIBIT A SCOPE OF PROJECT

Summary: The project will support the reuse of a 42,965 SF building located at 235 North McPherson Church Road. The building was constructed in 1973 and has been vacant for three years. eClerx, LLC provides critical business to number of global Fortune 2000 clients across financial services, retail, media & entertainment, manufacturing, and software.

EXHIBIT B PAYMENT SCHEDULE

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

BUILDING REUSE PROGRAM

City of Fayetteville
eClerx, LLC/Project Professional

2021-045-3201-2587

EXHIBIT C REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms** - The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>
Email completed forms and reports to rgpreports@nccommerce.com.

City of Fayetteville (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Best Builders, LLC a North Carolina limited liability company** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

235 North McPherson Church Road
Fayetteville, NC 28304

in **Cumberland** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- a) The Governmental Unit hereby loans to the Owner the sum of **\$70,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- b) As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- c) The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **350** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **150** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required

to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- b) Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- a) A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
 - b) Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **12/9/2021** (“Effective Date”) and shall terminate **12/9/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- a) The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the

- Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- b) The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- a) The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- b) The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the

State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- a) If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- b) If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- c) The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the

Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.
11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- a) The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - b) This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - c) The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.

- d) There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - e) Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - f) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
 - g) The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - h) A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- a) The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.

- b) Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - c) If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d) Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.
13. Additional Repayment Requirements and Remedies.
- a) The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
 - b) The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.

- i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$466.67** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- c) If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce

any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - a) Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - b) Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - c) Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - d) Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Douglas J. Hewett
City of Fayetteville
433 Hay St. Fayetteville, NC 28301

To the Owner:

Attn:
EClerx, LLC
Prital Shah
235 North McPherson Church Road. Fayetteville,
NC 28301

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the

requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name:

City of Fayetteville

Signature:

[SEAL]

Printed Name:

Title:

Owner Name:

EClerx, LLC

Signature:

[SEAL]

Printed Name:

Title:

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-045-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender the **City of Fayetteville** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$70,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

235 North McPherson Church Road
Fayetteville, NC 28301

in **Cumberland** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such

right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____, 20____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2021-045-3201-2587

Name of Taxpayer

EClerx, LLC

Address: 235 North McPherson Church Road, Fayetteville, NC 28301

Phone: 646-368-6177

NC Unemployment Insurance Acct # _____ Fed Tax ID# 98-0366881

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the **City of Fayetteville** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

Deed of Trust Documentation
BUILDING REUSE PROGRAM

EXHIBIT H

2021-031-3201-2587

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Best Building, LLC a North Carolina limited liability company**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing the **City of Fayetteville** as the beneficiary in the amount of **\$70,000.00**.
- ☐ The **City of Fayetteville** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **\$70,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>City of Fayetteville</u>
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

City of Fayetteville

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

City Council Action Memo

File Number: 21-2476

Agenda Date: 1/24/2022

Version: 2

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.09

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph. D., Assistant City Manager

FROM: Randy Hume, Transit Director
Kelly Olivera, Budget and Evaluation Director

DATE: January 24, 2022

RE:

Adoption of Clerical Correction for Capital project Ordinance Amendment 2022-40 Adopted by Council on November 22, 2021

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal IV: Desirable Place to Live, Work and Recreate

Objective 4.1: To maintain public transportation investments with high quality transit and airport services

Executive Summary:

On November 22, 2021, Council adopted Capital Project Ordinance Amendment (CPOA) 2022-40 to reallocate Federal Transit Administration grant funds and local matching funds between City projects. Through a clerical error, the CPOA reduced expenditures by \$2,124 more than intended, resulting in the ordinance being unbalanced. Staff recommends adopting the corrected version of CPOA 2022-40 to increase the project expenditures by \$2,124 to balance the project appropriation as of the original adoption date.

Background:

The version of CPOA 2022-40 as adopted on November 22, 2021 is attached for reference purposes, along with the proposed correction.

Issues/Analysis:

There is no change to the total appropriation for the project. The corrected CPOA will simply revise the project expenditure appropriation to the originally intended amount to balance the revenue and expenditure appropriations in the CPOA.

Budget Impact:

None

Options:

1. Adopt the corrected version of CPOA 2022-40 to increase the expenditure appropriation by \$2,124 to balance against revenue appropriations.
2. Direct staff to amend the CPOA to decrease the revenue appropriation by \$2,124.

Recommended Action:

Staff recommends that Council move to adopt the corrected version of Capital Project Ordinance Amendment 2022-40 effective with the original adoption date of November 22, 2021.

Attachments:

Capital Project Ordinance Amendment 2022-40 as Adopted (to be superseded)
Corrected Capital Project Ordinance Amendment 2022-40

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2022-40 (CPO 2013-18)**

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 authorized is to Capital Project Ordinance 2013-18, adopted April 22, 2013, as amended, for the funding of the Downtown Multi Modal Transit Center (Phase 1) which includes the construction of a two-story building with exterior bus bays and covered transit customer waiting/boarding areas.

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	Budget Closeout	Budget Amendment	Revised Budget	Actual Closeout
Grant NC-04-0055					
Federal Transit Administration	\$ 8,015,000	\$ -	\$ -	\$ 8,015,000	\$ -
NC Department of Transportation	1,001,875	-	-	1,001,875	-
Local Match - General Fund Transfer	2,003,750	-	-	2,003,750	-
Subtotal	11,020,625	-	-	11,020,625	-
Grant NC-90-X567					
Federal Transit Administration	-	-	-	-	(1,705,000)
NC Department of Transportation	-	-	-	-	(213,125)
Local Match - Transit Operating Fund	-	-	-	-	(361,250)
Subtotal	-	-	-	-	(2,279,375)
Grant NC-2016-030					
Federal Transit Administration	492,800	-	(16,994)	475,806	-
NC Department of Transportation	61,600	-	-	61,600	-
Local Match - Transit Operating Fund	61,600	-	(2,124)	59,476	-
Subtotal	616,000	-	(19,118)	596,882	-
Transit Operating Fund Transfer	15,215	-	-	15,215	-
Total Revenues	<u>\$ 11,651,840</u>	<u>\$ -</u>	<u>\$ (19,118)</u>	<u>\$ 11,632,722</u>	<u>\$ (2,279,375)</u>

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

Grant NC-04-0055					
Project Expenditures	\$ 10,018,750	\$ -	\$ -	\$ 10,018,750	\$ -
Transfer to General Fund	1,001,875	-	-	1,001,875	-
Subtotal	11,020,625	-	-	11,020,625	-
Project Expenditures - NC-90-X567		-	-	-	(2,279,375)
Project Expenditures - NC-2016-030	616,000	-	(21,242)	594,758	-
Project Expenditures - Non-Grant	15,215	-	-	15,215	-
Total Expenditures	<u>\$ 11,651,840</u>	<u>\$ -</u>	<u>\$ (21,242)</u>	<u>\$ 11,630,598</u>	<u>\$ (2,279,375)</u>

Section 5. Copies of the 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 22nd day of November, 2021.

**CAPITAL PROJECT ORDINANCE AMENDMENT
CHANGE 2022-40 (CPO 2013-18)**

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 authorized is to Capital Project Ordinance 2013-18, adopted April 22, 2013, as amended, for the funding of the Downtown Multi Modal Transit Center (Phase 1) which includes the construction of a two-story building with exterior bus bays and covered transit customer waiting/boarding areas.

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	Budget Closeout	Budget Amendment	Revised Budget	Actual Closeout
Grant NC-04-0055					
Federal Transit Administration	\$ 8,015,000	\$ -	\$ -	\$ 8,015,000	\$ -
NC Department of Transportation	1,001,875	-	-	1,001,875	-
Local Match - General Fund Transfer	2,003,750	-	-	2,003,750	-
Subtotal	11,020,625	-	-	11,020,625	-
Grant NC-90-X567					
Federal Transit Administration	-	-	-	-	(1,705,000)
NC Department of Transportation	-	-	-	-	(213,125)
Local Match - Transit Operating Fund	-	-	-	-	(361,250)
Subtotal	-	-	-	-	(2,279,375)
Grant NC-2016-030					
Federal Transit Administration	492,800	-	(16,994)	475,806	-
NC Department of Transportation	61,600	-	-	61,600	-
Local Match - Transit Operating Fund	61,600	-	(2,124)	59,476	-
Subtotal	616,000	-	(19,118)	596,882	-
Transit Operating Fund Transfer	15,215	-	-	15,215	-
Total Revenues	\$ 11,651,840	\$ -	\$ (19,118)	\$ 11,632,722	\$ (2,279,375)

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

Grant NC-04-0055					
Project Expenditures	\$ 10,018,750	\$ -	\$ -	\$ 10,018,750	\$ -
Transfer to General Fund	1,001,875	-	-	1,001,875	-
Subtotal	11,020,625	-	-	11,020,625	-
Project Expenditures - NC-90-X567	-	-	-	-	(2,279,375)
Project Expenditures - NC-2016-030	616,000	-	(19,118)	596,882	-
Project Expenditures - Non-Grant	15,215	-	-	15,215	-
Total Expenditures	\$ 11,651,840	\$ -	\$ (19,118)	\$ 11,632,722	\$ (2,279,375)

Section 5. Copies of the 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 22nd day of November, 2021.

City of Fayetteville

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

City Council Action Memo

File Number: 21-2482

Agenda Date: 1/24/2022

Version: 2

Status: Draft

In Control: City Council Regular Meeting

File Type: Consent

Agenda Number: 7.010

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Sheila Thomas-Ambat, Public Services Director

DATE: January 24, 2022

RE:

Texfi Groundwater Remediation Interlocal Assignment, Assumption, and Consent Agreement

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal 3: High Quality Built Environment

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

Staff seeks Council consent to authorize the City Manager to enter into an Interlocal Assignment, Assumption and Consent Agreement on the City's behalf with the Fayetteville Public Works Commission and SynTerra Corporation to remediate groundwater contaminants at the Texfi Industries brownfield site west of the Cape Fear River and adjacent to PWC's Hoffer Water Treatment Plant.

Background:

See attached document *Assignment Assumption and Consent Agreement*

Issues/Analysis:

See attached document *Assignment Assumption and Consent Agreement*

Budget Impact:

See attached document *Assignment Assumption and Consent Agreement*

Options:

1. Approve the authorization of the City Manager to enter into an Interlocal Assignment, Assumption and Consent Agreement on the City's behalf with the Fayetteville Public Works Commission and SynTerra Corporation to remediate groundwater contaminants at the Texfi Industries brownfield site west of the Cape Fear River and adjacent to PWC's Hoffer Water Treatment Plant.
2. Remand back to staff and provide further instruction.

Recommended Action:

Approve the authorization of the City Manager to enter into an Interlocal Assignment, Assumption and Consent Agreement on the City's behalf with the Fayetteville Public Works Commission and SynTerra Corporation to remediate groundwater contaminants at the Texfi Industries brownfield site west of the Cape Fear River and adjacent to PWC's Hoffer Water Treatment Plant

Attachments:

Assignment Assumption and Consent Agreement.

Interlocal Assignment, Assumption and Consent Agreement

This Interlocal Assignment, Assumption and Consent Agreement (the "Assignment") is entered into by and between the Fayetteville Public Works Commission ("PWC"), the City of Fayetteville ("City"), and SynTerra Corporation ("SynTerra"). PWC, the City, and SynTerra may each individually be referred to as a "Party" or collectively as the "Parties." Notwithstanding anything set forth herein, neither this Assignment nor any modification contemplated hereunder will be effective **unless and until all Parties have executed and delivered** this Assignment, and the date on which the last Party executes this Assignment shall be the "Effective Date" of this Assignment.

Whereas, the City and Duncklee & Dunham, P.C. are parties to that certain General Services Agreement for Consulting Services effective December 10, 2018, which was assigned by Duncklee & Dunham, P.C. to SynTerra by letter agreement dated November 20, 2020 (as assigned, the "GSA"), pursuant to which SynTerra was retained in accordance with G.S. 143-64.31 to provide engineering and other consulting services and for which the City issued three Task Authorizations totaling \$184,210 relating to the remediation of groundwater contamination (the "Groundwater TAs") on the Texfi Industries ("Texfi") brownfield site west of the Cape Fear River and adjacent to PWC's Hoffer Water Treatment Plant site ("Hoffer");

Whereas, the City desires to assign, transfer and delegate (as further described below) to PWC the rights, title, interests, duties and obligations under the GSA and the Groundwater TAs as to groundwater remediation services on the Texfi and Hoffer sites, PWC desires to assume such rights and obligations, and SynTerra consents to such an assignment and assumption; and

Whereas, PWC and the City are parties to that certain letter agreement dated October 3, 2016 which provides for an equal division of the costs incurred by the City for the Groundwater TAs. Under the existing arrangement of PWC and the City, SynTerra bills the City for SynTerra's services, and then the City submits to PWC a request to pay fifty percent (50%) of the billed amount. Through June 25, 2021, PWC and the City had each paid one-half of the \$142,071.33 charged by SynTerra, and each is responsible for up to an additional \$21,069.34 in SynTerra's fees and expenses for the Groundwater TAs. Upon and after the Effective Date, SynTerra shall invoice PWC for the services rendered pursuant to the Groundwater TAs, and the City will contribute 50% of the cost to PWC.

Now, therefore, in consideration of the foregoing and the mutual covenants contained in this Assignment, PWC, the City, and SynTerra hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, the City hereby assigns, transfers, delivers and delegates to PWC all of its rights, title, interests, duties and obligations under the Groundwater TAs and the GSA as it relates to the Groundwater TAs which have been previously executed and authorized under the GSA and the Pilot (defined below in Section 3), and PWC hereby accepts such assignment and delegation and assumes such rights, title, interests, duties and obligations under the Groundwater TAs and the GSA as it relates to the Groundwater TAs and the Pilot. This Assignment shall only be effective as to the Groundwater TAs which have been executed and authorized as of the Effective Date of this Assignment and the Pilot. This Assignment shall not be effective as to any directive beyond the Groundwater TAs and the Pilot referenced herein that may be directed or authorized under this GSA, and the City shall retain any and all rights and authority under the GSA as to directives other than the Groundwater TAs and the Pilot. The City hereby authorizes PWC and its contractors, including

Synterra, to go upon and otherwise access the Texfi site as needed in order to complete the services contemplated by the Groundwater TAs and the Pilot authorized under this Assignment.

2. Consent by SynTerra. As of the Effective Date, SynTerra hereby consents to the assignment by the City to PWC in accordance with Section 1 of this Assignment.

3. Project Funding. For services relating to the assigned Groundwater TAs rendered on and after the Effective Date, SynTerra shall invoice PWC, and the City shall contribute to PWC one-half (50%) of each invoiced amount; provided, however, SynTerra's invoices to PWC for (and pursuant to) the Groundwater TAs shall not exceed \$42,138.68, and neither PWC nor the City shall be obligated to contribute more than \$21,069.34 each for such services and related expenses. In addition, this Assignment is made in contemplation of SynTerra completing a pilot project to test the efficacy of a remediation technology that is currently estimated to cost \$440,000 (the "Pilot"). PWC and the City shall each be obligated to bear one-half (1/2) of the cost of the Pilot; provided, however, the City shall not be obligated to contribute more than \$220,000 for the completion of the Pilot or contribute any other funding under the partially assigned GSA unless the City specifically agrees in a signed writing to do so.

4. Representations and Warranties. Each Party hereof represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Assignment; (ii) this Assignment constitutes legal, valid and binding obligations enforceable against it as of the Assignment Effective Date; (iii) each person who executes this Assignment on behalf of each Party warrants to having full and complete authority to do so; (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Assignment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Assignment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such Party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Assignment intended to modify or otherwise clarify any provision of the Agreement.

5. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of law doctrines. This Assignment may be executed in one or more counterparts, including by a facsimile transmission hereof, and each transmission shall be deemed an original, together constituting one instrument.

6. Coordination. PWC shall consult with the City prior to implementing any material changes to the scope of the Pilot for which the current cost estimate of \$440,000 has been developed. PWC shall invite the City's designated representative(s) to participate in all meetings between PWC and Synterra that are scheduled in advance. PWC shall promptly share with the City all schedules, reports, and other information obtained from Synterra relating to the Groundwater TAs and the Pilot.

IN WITNESS WHEREOF, the Parties have each caused this Assignment to be executed by their duly authorized representatives on the date set forth below.

The City of Fayetteville

Fayetteville Public Works Commission

By: _____
Doug Hewett, City Manager

By: _____
Elaina L. Ball, CEO/General Manager

Date: _____

Date: _____

Attest: _____
Pamela Megill, City Clerk

This instrument has been preaudited for the City in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

This instrument has been preaudited for PWC in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
_____, Chief Financial Officer

By: _____
Rhonda Haskins, Chief Financial Officer

SynTerra Corporation

By: _____
David Duncklee, Senior Hydrogeologist

Date: _____

City of Fayetteville

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

City Council Action Memo

File Number: 21-2453

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Staff Reports

Agenda Number: 8.01

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, City Manager

FROM: Chris Lowery, Strategic & Performance Analytics Manager

DATE: January 24, 2022

RE:

Acceptance of the FY 2022 2nd Qtr. Strategic Performance Report

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

As the City of Fayetteville continues to grow and thrive, the City Council looks to chart a course with a strategic plan which articulates a vision for our community's future that will ensure vitality and sustainability and provides direction for the City's programmatic performance expectations. Commitment to strategic planning and performance management strengthens the City of Fayetteville, ensuring excellent services and a high quality of life for residents.

Executive Summary:

The Fayetteville City Council has worked very diligently to commit this organization to high performance and to use data and stakeholder input to create a strategic plan for the City that is forward thinking, progressive, relevant and outcome based.

The Mayor, City Council, and staff share a duty to ensure that the actions of public officials, employees, contractors, and volunteers of the City are carried out in the most responsible manner possible and that City policy, budgets, goals and objectives are fully implemented.

In February 2021, the City Council met virtually in a two-day annual retreat to refine the City's strategic plan, prioritizing Targets For Action (TFA) for FY 2022. The City Council adopted the FY 2022 strategic plan in the June 2021 City Council Meeting. TFA are projects or initiatives identified by Council to move the needle toward defined outcomes

laid out in the Council's strategic plan. TFA are defined by a one year action plan with milestones to focus the work of Council and staff.

The City Manager's Office has directed the Office of Strategy and Performance Analytics to meet regularly with teams to advance the Council's TFA and to report progress to City Council on a quarterly basis during a City Council Meeting. As many of the TFA from FY 2021 and FY 2022 are tightly related and/ or continuing, staff has incorporated the 4th Qtr. FY 2021 Strategic Performance Report into the City Council briefing for October 11th, providing the status of FY 2022 Targets for Action as of September 30, 2021, for Council consideration moving forward into the next fiscal year.

Commitment to performance management and strategic planning strengthens the operations of the City of Fayetteville, ensuring excellent services and a high quality of life for residents. It allows for long range planning at the organizational level with alignment to departmental operations and performance expectations. With this system in place, the City is able to allocate resources appropriately and build strategies for continuous improvement.

Background:

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

Issues/Analysis:

None

Budget Impact:

Budget/resources have been provided per individual TFA action plan.

Options:

- 1) City Council accepts the FY 2022 2nd Qtr. Strategic Performance Report
- 2) City Council rejects the FY 2022 2nd Qtr. Strategic Performance Report and provides additional direction to the City Manager.


Recommended Action:

City Council accepts the FY 2022 2nd Qtr. Strategic Performance Report

Attachments:

FY 2022 2nd Qtr. Strategic Performance Report

The City of Fayetteville's



FY 2022 2nd Qtr. Performance Report

January 24, 2022

Rebecca Jackson, Chief of Staff/Chief Performance Officer
Chris Lowery, Strategic & Performance Analytics Manager



FY 2022 Mid-Year - 2nd Quarter Performance Report

What is included:

- 1) Highlights from the City's Strategic Plan 5-year Timeline:
Achieving a Vision
- 2) FY 2022 Mid-Year Goal Highlights
- 3) Action Plans: Deeper Dive for Council FY 2022 TFA
- 4) Short Range Timeline: 6 - 18 Month Plan
- 5) Council's Strategic Focus for Remainder of FY 22 and FY 23

FY22 Strategic Plan

A FOCUS ON THE FUTURE



Vision 2032

An attractive, culturally diverse and inclusive city that is safe, prosperous, innovative and unified.

Mission Statement

The City of Fayetteville provides quality and sustainable public services for our communities to thrive and businesses to grow.

Big question upfront:

What has the City of Fayetteville accomplished to reach its Vision?

VISION IN ACTION: 5 YEARS OF IMPACT

An attractive, culturally diverse and inclusive City that is safe, prosperous, innovative and unified.

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
GOAL 1: SAFE & SECURE	<p>Built Fire Station 12</p> <p>World class fire accreditation achieved</p> <p>Conducted City's first ever public safety diversity regional forum</p> <p>Forensic unit and communication division accreditation achieved</p>	<p>Hurricane Florence emergency management response and recovery</p> <p>Launched Police Academy</p> <p>Formed a Domestic Violence Unit</p>	<p>COVID-19 response and resiliency</p> <p>0 fire fatalities for calendar year</p> <p>Fire strategic plan aligned to Council's plan</p> <p>Police completes NIBRs transition, improving data</p>	<p>COVID-19 response and resiliency</p> <p>Response to racial unrest</p> <p>Choice Neighborhood Planning Grant award</p> <p>Fayetteville Regional Airport Business Development strategy approved</p> <p>PRM online registration</p>	<p>COVID-19 response and recovery</p> <p>Steady decrease in overall crime statistics through crime reduction strategies</p> <p>Fire Department awarded re-accreditation by the Commission of Fire Accreditation International</p> <p>Distributed \$14M+ of CARES Act funding</p> <p>Murchison Road Corridor: Choice Neighborhood Planning Grant</p> <p>Downtown Urban Design plan</p>
GOAL 2: RESPONSIVE	<p>Developed local Small Business Enterprise business program</p> <p>Public/private development partnerships for downtown and baseball stadium agreement</p>	<p>Segra Stadium opens</p> <p>Residences at Prince Charles open</p>	<p>Business support and technical assistance provided to more than 270 clients by the Economic and Community Development</p>	<p>Street pavement preservation improvements, increased efficacy</p> <p>CARES Act funding projects</p> <p>MetroNet master service agreement: \$70 million private investment for fiber build out and move to gigabyte</p>	<p>Stormwater master plan: first tranche ARPA projects</p> <p>Intergovernmental coordination and grants</p>
GOAL 3: TODAY & TOMORROW	<p>Council approved a fee increase to develop a comprehensive watershed master plan that fosters informed decisions for capital</p> <p>Improvements to Unified Development Ordinance (UDO)</p>	<p>Created Downtown master plan to guide future development and design of the heart of the city's central area</p> <p>Stormwater master plan</p> <p>Developed a unified streetlight plan</p> <p>Implemented a nuisance property ordinance</p> <p>UDO revisions and manual to improve community development tools</p>	<p>Drainage Assistance Program unanimously approved by Council</p> <p>2040 Comprehensive Land Use Plan and Future Land Use Map completed</p> <p>Paid on-street parking program approved</p>	<p>Bi-weekly recycling implemented</p> <p>Fayetteville Beautiful success</p> <p>RAPID program launched</p> <p>Council approved homeless day center</p> <p>Council adopted Affordable Housing master plan</p> <p>Parks and Recreation master plan adopted</p>	<p>ADA Transition Plan with 85% of identified low barriers removed</p> <p>Emergency Rental Assistance Program allocated \$11.4 million assisting more than 2,500 households</p>
GOAL 4: DESIRABLE PLACE	<p>\$35 million Parks and Recreation bond projects move forward</p> <p>FAST Transit Center opens</p> <p>Adopted pedestrian masterplan to improve connectivity and walkability</p>	<p>Groundbreaking held for construction of the 'Senior Center West' and Skate Park</p> <p>Grand openings for 5 new splash pads</p> <p>Awarded \$1,521,514 in Community Development Block Grant funding and \$835,404 for Home Investment</p>	<p>Rowan Street Skate Park completed</p> <p>Transformational terminal renovations begin at Airport</p> <p>Elevated conversation on combating poverty across City in partnership with Pathways For Prosperity</p> <p>Central City Trail master plan authorized</p> <p>Added 20 bus shelters, 8 benches and 24 ADA-accessible bus stops</p> <p>29 single family homes were constructed in partnership with Habitat</p> <p>More than \$412,000 collected for Tree Preservation Fund</p>	<p>Lake Rim pool opened</p> <p>Employer of Choice framework moved forward: Department Action Plans</p> <p>ERP project moved forward</p> <p>Can Do Carolina: Fayetteville Cumberland Collaborative Branding Committee community branding initiative</p>	<p>Homeless day center moves forward</p> <p>Limb and Bulky collection improvements</p> <p>RAPID team cleaned 500 tons of trash</p> <p>Westover & Bailey Lake Dog Parks, Gilmore & Honeycutt Splash Pads</p> <p>Employer of Choice initiatives</p> <p>Implemented Transit driver pay plan</p> <p>Employee COVID pay bonus</p> <p>ERP solution (HUB project)</p> <p>New City Weapons Ordinance</p> <p>E-news and Council recap videos</p> <p>Premier customer service program</p> <p>City SPIRIT initiative</p> <p>Developed Citizen Advisory Board</p> <p>Ft. Bragg kiosk planning</p> <p>City 'Can Do' Branding implemented</p> <p>FayFixIT and City Call Center improvements</p>
GOAL 5: FINANCIALLY SOUND	<p>Named Most Innovative City in the nation by Governing Magazine for Café Conversations, E3 Summit, TRACstat</p> <p>Excellence in Performance Management from ICMA</p>	<p>Distinguished Budget Presentation Award from the Government Finance Officers Association</p> <p>City Council adopted a High Performance and Open Data Resolution guiding organizational development</p>	<p>ERP project planning</p> <p>Eamed Certificate of Excellence in Performance Management and Distinguished Budget Presentation Award</p>		
GOAL 6: COLLABORATIVE	<p>Conducted first ever social capital survey for the community in collaboration with multiple stakeholders and partners</p> <p>Launched transparency and accountability website</p> <p>Citizen survey and Café Conversations</p>	<p>Developed City internship program</p>	<p>Council instituted Millennial Council</p> <p>City website redesign completed</p>		



Goal 1: Safe & Secure Community Strategic Objectives

- Objective 1.1: Fully prepare for emergency and disaster response.
- Objective 1.2: Ensure traffic and pedestrian safety.
- Objective 1.3: Ensure low incidents of property and violent crime.
- Objective 1.4: Engage citizens in community watch and safety events



FY 2022 Mid-Year Goal Accomplishments



- Covid-19 Response and Recovery: Serving community through the pandemic; Implemented recruitment strategies to mitigate staffing shortages.
- FPD created the Violent Crime Initiative to reduce violent crime, create safer communities, and enhance the health and vibrancy of neighborhoods in the City.
- City-Wide cameras and LPR System put in place to enhance investigative efforts of law enforcement and improve the City's efforts in crime reduction and prevention.
- COF Fire Department Awarded re-accreditation by the Commission of Fire Accreditation International
- Facilitated first Summer CERT Youth Academy – Provided youth an opportunity for exposure to multiple emergency services career fields while learning life-saving skills.
- Completed Fire Station #4 design - Finalized design for new fire station #4 and prepared for imminent construction bid solicitation.





Goal 2: Responsive City Government Supporting a Diverse and Viable Economy

- Objective 2.1: Ensure a diverse City tax base.
- Objective 2.2: Community Revitalization- Invest in community places to ensure revitalization and increase quality of life.
- Objective 2.3: Leverage partnerships for job creation and retention, with focus on local and regional workforce to increase per capita income.
- Objective 2.4: Economic Development: Sustain a favorable development climate to encourage business growth.

**ECONOMIC
GROWTH**

The text "ECONOMIC GROWTH" is displayed in large, bold, blue and green capital letters. To the right of the text is a stylized bar chart with three bars of increasing height, colored blue, green, and blue. Below the text and chart is a light blue map of North Carolina with a white star in the center.



FY 2022 Mid-Year Goal Accomplishments

Murchison Road Corridor:

- Choice Neighborhood Planning Grant transforming the neighborhoods
- Senior Center East
- Center City Trail Master plan & beautification efforts with tree planting.



CARES Act – Managed and distributed \$14M+ of funding (Police/Airport/Transit/ECD)

Goal 3: City Investment in Today & Tomorrow

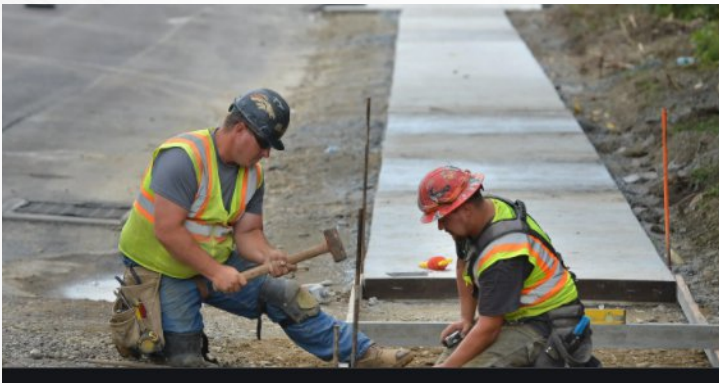
- Objective 3.1: Infrastructure- Enhance City street connectivity, traffic flow and stormwater systems.
- Objective 3.2: Manage the City's future growth and strategic land use.
- Objective 3.3: Sustain a favorable development and business climate through timely and accurate construction review and building inspection services.
- Objective 3.4: Revitalize neighborhoods with effective code enforcement and violations abatement.
- Objective 3.5: Infrastructure- Increase our smart city capacity





FY 2022 Mid-Year Goal Accomplishments

- Moving forward Downtown Urban Design Plan
- Storm water Master Plan first tranche of projects brought to Council
- MetroNet build out toward being a gigabyte City well underway
- Inspections and Permitting: Live R.I.C.E. through pandemic.



- Planning transformational projects/infrastructure to increase quality of life for all citizens
 - Long and short-term planning for ARPA projects- Council ARPA committees identified funding policy priorities
 - Intergovernmental coordination and grants
 - Intersecting with City's CIP and TIP process
 - Actively removing barriers for people with different abilities through the ADA Transition Plan with 85% of identified low barriers removed.

CIP Projects	2020		2021				2022				2023			
	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec
First Floor Renovation	Program		Design	Bid	Construction: July 2021 - March 2022									
Hurley Plaza	Construction: Jan 2019 - Jun 2023													
Paye Funeral Home on Murchison						Bid	Const: Jan 2022 - Apr 2022							
Downtown / Playspace Plaza Fountain	Construction: Jan 2019 - Jun 2023													
Downtown Baseball Stadium	Construction: Sep 2018 - Jun 2023													
Winslow (Russell) Street Parking Lot		Program	Design				Bid	Const: Apr 2022 - Jun 2022						
Downtown Baseball Stadium Future Capital Reserve Projects	Construction													
Day Resource Center	Program			Design			Bid	Construction: Apr. 2022 - Apr. 2023						
Fire Station #4	Program		Design				Bid	Construction: Apr. 2022 - Jun 2023						



Total Investment: \$57,302,172

Current CIP Projects	Allocated Budget
First Floor Renovation	\$1,049,803
Hurley Plaza	\$150,000
Paye Funeral Home on Murchison	\$315,000
Downtown / Playspace Plaza Fountain	\$380,000
Downtown Baseball Stadium	\$41,368,102
Winslow (Russell) Street Parking Lot	\$1,355,983
Downtown Baseball Stadium Future Capital Reserve Projects	\$380,000
Day Resource Center	\$3,990,000
Fire Station #4	\$8,313,284

Current Park Bond Projects	2020		2021				2022				2023							
	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter				
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec				
Bill Crisp Senior Center	Design	Bid		Construction: March 2021 - April 2022														
Senior Center East	Property	Program	Design			Bid		Construction: April 2022 - April 2023										
McArthur Road Sports Complex	Property	Program		Design		Bid		Construction: Mar. 2022 - Dec. 2022										
Jordan Soccer Complex	Program	Design	Bid	Construction: May 2021 - Nov. 2021														
Tennis Center	Program			Design			Bid	Construction: May 2022 - April 2023										
D. Gilmore T. R. Center	Program		Design			Bid	Construction Mar 2022 -Dec 2022											
Bailey Lake Dog Park	Program	Design	Bid	Constr.														
Walker Spivey Park	Program	Design	Bid	Constr.	TBD													
Mable C. Smith Park					Program		Design		Bid	Construction: Oct 2022 - Oct 2023								
Cape Fear River Park			Program			Design		Bid	Construction: Sep 2022 - Sep 2023									
Martin Luther King Jr. Park			Program				Design			Bid	Constr. Jan 2023 - Jun 2023							
Veterans Park II	Program			Design			Bid	Construction: Apr. 2022 -Oct. 2022										
Maker's Space	Program	Design	Bid	Constr.	TBD	<div>Current Park Bond Projects</div> <div>Allocated Budget</div> <table><tr><td>Bill Crisp Senior Center</td><td>\$8,300,338</td></tr><tr><td>Senior Center East</td><td>\$6,197,900</td></tr><tr><td>McArthur Road Sports Complex</td><td>\$3,677,663</td></tr><tr><td>Jordan Soccer Complex</td><td>\$1,835,241</td></tr><tr><td>Tennis Center</td><td>\$1,000,000</td></tr></table>			Bill Crisp Senior Center	\$8,300,338	Senior Center East	\$6,197,900	McArthur Road Sports Complex	\$3,677,663	Jordan Soccer Complex	\$1,835,241	Tennis Center	\$1,000,000
Bill Crisp Senior Center	\$8,300,338																	
Senior Center East	\$6,197,900																	
McArthur Road Sports Complex	\$3,677,663																	
Jordan Soccer Complex	\$1,835,241																	
Tennis Center	\$1,000,000																	
Morganton Road Dog Park	Program	Design	Bid	Constr.	TBD													
E. Melvin Honeycutt Park Splash Pad	Program	Design	Bid	Constr.	TBD													
Montclair ES Park Playground	Program	Design	Bid	Constr.	TBD													



Total Investment: \$32,964,038

Current Park Bond Projects	Allocated Budget
Bill Crisp Senior Center	\$8,300,338
Senior Center East	\$6,197,900
McArthur Road Sports Complex	\$3,677,663
Jordan Soccer Complex	\$1,835,241
Tennis Center	\$6,000,000
D. Gilmore T. R. Center	\$875,000
Bailey Lake Dog Park	\$92,291
Walker Spivey Park	\$756,660
Mable C. Smith Park	\$756,660
Cape Fear River Park	\$2,380,815
Martin Luther King Jr. Park	\$100,000
Veterans Park II	\$1,142,470
Maker's Space	\$0
Morganton Road Dog Park	\$99,000
E. Melvin Honeycutt Park Splash Pad	\$450,000
Montclair ES Park Playground	\$300,000



Goal 4: Desirable Place to Live, Work and Recreate



- Objective 4.1: Maintain public transportation investments with high quality transit and airport services.
- Objective 4.2: Community Revitalization- Enhance diverse recreation, leisure and cultural opportunities.
- Objective 4.3: Infrastructure: Improve mobility and connectivity through sidewalk, trail and bike lane investments.
- Objective 4.4: Provide a clean and beautiful community with increased green spaces.
- Objective 4.5: Neighborhood Vitality- Ensure a place for people to live in great neighborhoods.
- Objective 4.6: Affordable Housing- Reduce poverty and homelessness





FY 2022 Mid-Year Goal Accomplishments



- Successfully implemented and supervised the administration of the ERAP program. This program has awarded \$11.4 million in funds and dispersed in 6 months to residents of the City in need from the COVID-19 pandemic.
- Moving forward Homeless Day Center
- The Parks & Recreation Department in coordination with the Construction Management Division successfully finished 5 projects:
 - Westover Dog Park, Bailey Lake Dog Park, Gilmore Splash Pad, Lake Rim Pool and E. Melvin Honeycutt Splash Pad
- Emergency Rental Assistance Program allocated \$11.4 million in funding, stabilizing more than 2500 households by December 31 deadline.
- Implemented limb and bulky collections improvements to increase efficiency and effectiveness; Solid waste ordinance amendment
- RAPID team has cleaned/removed over 600 sites over the past nine (9) months; Identified and issued 21 illegal dumping citations; Enhanced Illegal Dumping Signs – armed with lights and infra-red camera systems.



Goal 5: Financially Sound City Providing Exemplary City Services

- Objective 5.1: Ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities.
- Objective 5.2: Identify and achieve efficiencies through innovation and technology utilization, by increasing data driven decisions and using business intelligence strategies.
- Objective 5.3: Promote an organizational climate that fosters an exceptional, diverse, engaged, and healthy workforce that delivers excellent services.





FY 2022 Mid-Year Goal Accomplishments

- Financial and Planning Excellence: Finance, Budget & Strategy/Performance recognized nationally and City earned clean external audit
- Employer of Choice: Hired three new directors: Construction, Communications and the City's first Diversity, Equity and Inclusion to develop a DEI strategic plan; Implemented Transit driver pay plan; Distributed employee COVID pay bonuses; Improvements to employee evaluation process
- High Performing strategies: 6 QuEST projects completed; Departmental Business Plans aligned to Council's Strategic Plan and improvements to PerformanceStat program complete
- Smart City and Technological advances: ERP solution (HUB project) and migration to Office 365 increasing productivity and providing new performance and project management tools
- Implemented physical security enhancements including new City Weapons Ordinance.





Goal 6: Collaborative Citizen & Business Engagement



- Objective 6.1: Ensure collaborative relationships with the business community, local governments, military, and stakeholders.
- Objective 6.2: Ensure trust and confidence in City government through transparency & high-quality customer service.
- Objective 6.2: Inform and educate about local government by enhancing public outreach and increasing community dialogue, collaboration and empowerment.





FY 2022 Mid-Year Goal Accomplishments



- City Manager electronic newsletter and Council Meeting recap videos
- Launched Premier Customer Service Program: 1st initiative focused on development community's journey with customer & employee focus groups; Moving forward a development process ombudsmen program & customer focused City Hall
- City SPIRIT initiative community collaboration with DOJ for Market House
- Developed Citizen Advisory Board with appointment of first time members
- Ft. Bragg kiosks agreement executed in partnership with MAC and Ft Bragg: increase communication and information for incoming soldiers and their families
- Corporate Communications recognized with several awards from NC3C
- City "Can Do" Branding implemented across City including adoption of the new Council seal and flag
- Improvements to FayFixit application and City Call Center operations.

Performance Management



The City Council and staff will work to execute the City's Strategic Plan and report progress to the public throughout the fiscal year in an effort to be transparent and accountable. The City's performance program identifies strategic and operational Key Performance Indicators (KPI) and aligns the KPI to the City Council's strategic plan.

[PerformanceStat Program](#)- The City of Fayetteville, in its efforts to perform at a high level of efficiency and to provide quality programs and services to its citizens, has developed its own PerformanceStat program. Stat is a reference to the CompStat and CityStat models employed by municipalities around the country used to measure and manage organizational performance.

[Quarterly Update to Council & Annual Performance Scorecard](#)- A Strategic Performance Scorecard is produced annually and presented to Council and the public. The Performance Scorecard KPI cascade from the City Goal Objectives and focus on community outcomes.

Performance Management



[High Performing Organization Framework-](#) City Council championed the commitment for the City to be a High Performing Organization with the adoption of a Council Resolution. The City of Fayetteville is committed to:

- Visionary leadership with strategic planning at all levels of organization
- Satisfied and engaged workforce
- Satisfied and engaged customers, suppliers, partners and collaborators
- Demonstrable results with Key Performance Metrics (KPI) at all levels (Strategic & Operational)
- Continuous improvement

[Quality Improvement Program-](#) QuEST (Quality, Engagement, Sustainable Solutions, and Training) framework to address areas of underperformance. QuEST is built on tools, methodologies, and guidance from Lean, Six Sigma, and ISO 9001 and provides a common way for everyone in the City to approach process improvement.

[Data Analytics Team](#)

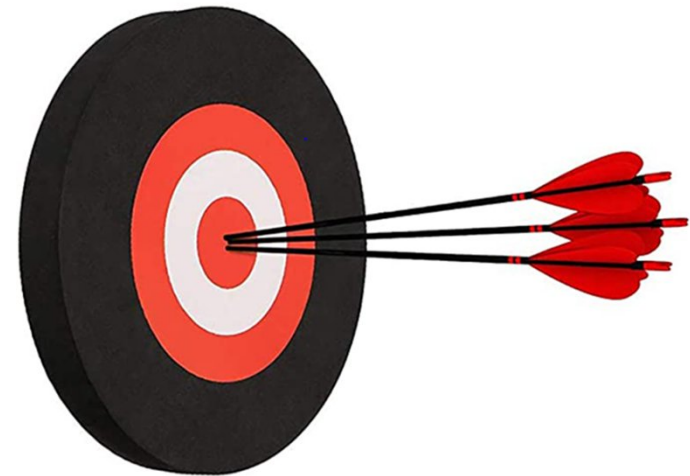
- Provide support and guidance with development of performance metrics and QuEST projects.




Targets For Action

Targets for Action (TFA): Defined and measurable activities needed to accomplish our strategic objectives that involve a significant amount of financial and/or staff resources and/or have a significant community impact. These plans specify the resources and time for accomplishing plans. TFA are well defined with an identified beginning and end.

TFAs are:

- Strategic Focus Areas
- Council Policy
- New Program Initiative
- Program Improvement Effort
- A critical CIP/TIP



FY 22 Action Plans			Priority	Status
TFA 2.1.1	Execute Opportunity Zone Plan		Med	
TFA 2.4.1	Execute redevelopment and business growth plan for Murchison Road, Bragg Blvd. with beautification of City Gateways		Med	
TFA 3.1.1	Develop funding plan for infrastructure		High	
TFA 3.4.1	Develop and Implement Council Policy to Incentivize Positive Property Ownership		Low	
TFA 3.5.1	Build Smart City Capacity		Med	
TFA 4.2.1	Parks and Recreation Master Plan implementation with access for diverse needs		Low	
TFA 4.4.1	Reduce litter and illegal dumping		Med	
TFA 4.5.1	Implement residential revitalization efforts		Med	
TFA 4.5.2	Complete Housing Study and implement affordable housing strategy		High	
TFA 4.6.1	Strategy to address poverty and homelessness		Low	
TFA 5.1.1	Implement strategies to engage Council, staff & citizens in finance, budget & performance reporting		Low	
TFA 6.1.1	Develop a strategy to maximize a relationship with the Military		Med	
TFA 6.1.2	Conduct a Disparity Study		Low	
TFA 6.3.1	Develop a strategy to educate and engage citizens		Low	

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Execute Council strategy for Opportunity Zones by deploying the 3 C's approach: Conceive ideas for projects, Catalog properties, and Connect opportunity investors.

TFA Budget:

No current budget for FY 21. Any public private partnership will require Council approval and funding. FY 22 needs market analysis budget estimated at \$50,000.

TFA Leadership Sponsor:

Mr. Cauley, ECD Director

TFA Lead:

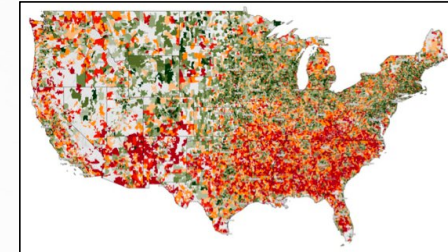
Mr. Taurus Freeman, ECD Assistant Dir.

TFA Team:

Dr. Newton, Development Services. Dir.; Mr. Rob Stone, Construction Management Dir.

Partners/ Collaborators:

FCEDC, PWC and Business Investors



Community Outcomes

Goal 2: Responsive City Government Supporting a Diverse and Viable Economy

Strategic Objective 2.1: Ensure a diverse tax base

Performance Results:

- % of increase in City tax base (Residential, commercial, industrial)
- % satisfaction with overall strength of the Fayetteville's economy

TFA 2.1.1- Execute Opportunity Zone Plan

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Report to Council on market analysis of (3)opportunities zones (include workforce) \$50 K	07/01/21	12/31/21	67%	85%	--	--
Review City's incentive policy and propose framework (for 3 opportunities zones)	07/01/21	12/31/21	0%	10%	--	--
Review / Create City's land bank policy to effectively deploy	09/01/21	06/30/22	--	10%		
With partners, conduct "Investor Day" virtually or in person	07/01/21	06/30/22	0%	0%		



TFA 2.1.1- Execute Opportunity Zone Plan

Overall Project Status:
Delayed



FY 21 Quarter 4 ending June 30, 2021

- Investor day was planned but postponed to FY 22 due to COVID. (Council allotted money for outside source to complete)

FY 22 Quarter 1 ending September 30, 2021

- 2 of 3 market analysis have been completed and the 3rd market study for the Murchison Choice area is underway
- Incentive review will partner ECD with Dev Services and PWC to develop structured programs
- Investor Day was contracted out to another organization to implement.

FY 22 Quarter 2 ending December 31, 2021

- 3rd market study for the Murchison Choice area is underway, an additional evaluation of commercial and retail strategies has been added to the scope of work.
- ECD has contracted with a partner to benchmark other incentives and help draft policy for Council, draft to be presented prior to June 30, 2022
- FCEDC will conduct an investor day prior to June 30, 2022 to close out the prior contract

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Improve corridor and gateway infrastructure, through public investment, beautification efforts and business growth strategies.

TFA Budget:

Funding includes various public infrastructure improvements, Parks Bond funding and potential CDBG funding

TFA Leadership Sponsor:

Dr. Whitfield, ACM

TFA Lead:

Mr. Cauley, ECD Dir.

TFA Team:

Dr. Newton, Development Services Dir.; Mr. Gibson, Parks and Rec Dir.; Mr. Rob Stone, Construction Management Dir.; Ms. Thomas-Ambat Public Svcs Dir.

Partners/ Collaborators:

Fayetteville State University



Community Outcomes

Goal 2: Responsive City Government Supporting a Diverse and Viable Economy

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

Performance Results (Segmented data for Murchison Road):

- Amount of public investment annually in the Murchison Rd. corridor
- % of increase in City tax base (Residential, commercial, industrial)
- % satisfaction with overall appearance of major corridors

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
NCVP Phase II Progress (target construction completion: 07/2022)	07/01/21	06/30/22	25%	50%		
Tennis Center Site Work / Design & Begin Construction *	07/01/21	06/30/22	--	--	--	--
Senior Center East Site Work / Design & Begin Construction *	07/01/21	06/30/22	--	--	--	--
Trail Master Plan: Mazarick to Downtown	07/01/21	06/30/22	25%	25%		
Beautification: Utilize Tree Fund	07/01/21	06/30/22	25%	50%		
Acquire and Demolish Paye Funeral Home	07/01/21	12/31/21	50%	60%		
Murchison Choice Planning (CNI)	07/01/21	12/31/22	35%	50%		
CAT Site 1 – Site Preparation	07/01/21	6/30/22	25%	33%		
Conceptual Design of Makerspace	07/01/21	2/28/22	100%	--	--	--

* Tracked in the Qtrly Parks and Rec bond report card (Feb, May, Aug, Nov)

TFA 2.4.1- Execute Redevelopment and Business Growth Plan for Murchison Road, Bragg Blvd with Beautification of City Gateways

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- NCVP – site designer is finalizing the design
- Tennis Center – site designer and building designer have been selected and are in the design stage
- Senior Center East – architect is working on construction drawings for the building
- Center City Trail Master Plan: Mazarick to Downtown – presented to and adopted by Council
- Improved lighting on Rowan St. – PWC is working with CSX for easements; project not managed by City staff

FY 22 Quarter 1 ending September 30, 2021

- ECD continues to be on schedule with Choice Neighborhoods Planning
- Paye funeral home was bought in September and will be demolished by Q2
- CAT Site 1 environmental and wetland work is being performed to determine any remediation issues
- Senior Center East – Waiting on Army Corps of Engineers for wetlands determination
- Beautification – Approx. 293 trees planted last year with goal of another 150 this year
- Conceptual Design approved by City Council for Makerspace (no budget)

FY 22 Quarter 2 ending December 31, 2021

- NCVP Phase II design phase almost complete and construction should begin in Qtr. 3.
- Mazarick design completed and updated. Awaiting funding from NCDOT and bidding process to begin bidding and construction phases.
- ECD continues to be on schedule with Choice Neighborhoods Planning working groups are being created now at www.murchisonchoice.com they will meet throughout Q3
- Paye funeral will be demolished in the coming weeks
- CAT Site 1 environmental due diligence has returned with environmental concerns, a remediation plan will be analyzed

Project Description



Priority Ranking: HIGH PRIORITY

Scope: Develop funding plan for infrastructure to include public safety needs, sidewalks, streets and lighting.

TFA Budget:

None for action plan. Infrastructure needs are identified in CIP

TFA Leadership Sponsor:

Mr. Toland, ACM

TFA Lead:

Mrs. Olivera, Budget and Evaluation Dir.

TFA Team:

CIP team

Partners/ Collaborators:

None identified



Community Outcomes

Goal 3: City Investment in Today and Tomorrow

Strategic Objective 3.1: To enhance City street connectivity, traffic flow and stormwater systems

Performance Results:

- \$ value of completed stormwater projects
- Miles of streets resurfaced
- % of streets rated with an excellent or good pavement condition rating

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Identify funding source options for infrastructure and present recommendations to Council based on peer city review	07/01/21	12/31/21	50%	100%	--	--



TFA 3.1.1-Develop Funding Plan for Infrastructure

Overall Project Status:
Complete



[FY 21 Quarter 4 ending June 30, 2021](#)

- Identified public safety and public services infrastructure needs along with quantity.

[FY 22 Quarter 1 ending September 30, 2021](#)

- Updating the capital planning model to assist in the evaluation and prioritization of projects
 - Various scenarios for funding proposed project for debt or pay as you go or combination of both
 - Reconciling scenarios vs peer cities
 - Analyzing federal and state funding to help identify potential grants to fund projects

[FY 22 Quarter 2 ending December 31, 2021](#)

- Funding source options for infrastructure will be presented to City Council on 2/14/22.

TFA 3.4.1- Develop and Implement Council Policy to Incentivize Positive Property Ownership

Project Description



Priority Ranking: LOW PRIORITY

Scope: Develop and implement policy to incentivize positive property ownership behaviors, exploring options for the City to regulate a residential management program.

TFA Budget:

None

TFA Leadership Sponsor:

Dr. Newton, Dev. Services Dir.

TFA Lead:

Mr. Steinmetz, Dev. Services Assistant Dir.

TFA Team:

Mr. Cauley, ECD Dir.; Adam Lindsay, ACM; Mrs. Jodi Phelps Corp. Comm. Dir./ Legislative Affairs

Partners/ Collaborators:

Realtors Association, Homeowners Associations



Community Outcomes

Goal 3: City Investment in Today and Tomorrow

Strategic Objective 3.4: To revitalize neighborhoods with effective code enforcement and violations abatement

Performance Results:

- # of code enforcement violation cases opened by type
- % satisfaction with overall enforcement of codes and ordinances
- % of code enforcement cases opened proactively

TFA 3.4.1- Develop and Implement Council Policy to Incentivize Positive Property Ownership

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Develop residential management program (eg. incentives to promote positive ownership and rental behavior, policy violation and correction process) and brief Council	7/01/21	3/31/22	25%	40%		
Seek authority from NCGA to regulate property management	01/01/22	06/30/22	--	--		
Create an inventory of Homeowner Associations (HOA) in the City and assess effectiveness of HOA impact on neighborhood	10/01/21	3/31/22	--	10%		



TFA 3.4.1- Develop and Implement Council Policy to Incentivize Positive Property Ownership

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- NEW TFA for FY 22

FY 22 Quarter 1 ending September 30, 2021

- Council Brief on October 4th regarding policy violation and correction process
- Coordinating request with Longleaf Pine Realtor Association for HOA and Residential Property Management

FY 22 Quarter 2 ending December 31, 2021

- Enveloping tactic one with neighborhood engagement efforts in ECD.
- Comparing factors between different HOA across the city for presentation in March.

TFA 3.5.1- Build Smart City Capacity

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Leverage an IT Strategic Plan that incorporates digital transformation to improve City services.

TFA Budget:

None

TFA Leadership Sponsor:

Mr. Campbell, Chief Information Officer

TFA Lead:

Mr. Wesley, IT Business Intelligence Manager

TFA Team:

City Departments/Technology Improvement Plan Committee

Partners/ Collaborators:

MetroNet (Broadband infrastructure), FCEDC, CC School System (digital divide)



Community Outcomes

Goal 3: City Investment in Today and Tomorrow

Strategic Objective 3.5: To increase our smart city capacity

Performance Results:

- % of city properties with wi-fi access
- % of residents indicating they have internet access
- % of departments with IT strategic plans with smart city focus

TFA 3.5.1- Build Smart City Capacity

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Prepare gap analysis for Smart City capacity for each program/department and brief CMO	07/01/21	03/31/22	25%	25%		
Develop a comprehensive and prioritized IT 3-year strategic plan and brief CMO and Council	07/01/21	03/31/22	25%	30%		
Incorporate recommendations (from gap analysis) into TIP process	01/01/22	06/30/22	--	--		
Implement departmental SMART City initiatives	07/01/21	06/30/22	25%	50%		



TFA 3.5.1- Build Smart City Capacity

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Completed Zoom Virtual Assistant pilot to enhance citizen engagement for 24-hour City Hall
- Completed Transit Operational Dashboard that provides information on ridership, but routes and trends

FY 22 Quarter 1 ending September 30, 2021

- IT in collaboration with Public Services set up a SMART initiative to allow for online petitions
- IT in collaboration with Development Services developed Redistricting forms with MapFigure consultants
- IT in collaboration with Clerks Office, Corporate Communication and CMO worked to transition City Council meetings to Transit Center while still allowing Citizen viewership and participation

FY 22 Quarter 2 ending December 31, 2021

- Completed Zoom Room upgrade in Mayor and City Council conference room
- Completed Email Migration to Microsoft 365 (Domain Migration Phase I)
- Created Template and used data from FPD to populate the template to ensure fit.

TFA 4.2.1 Parks and Recreation Master Plan Implementation with Access for Diverse Needs

Project Description



Priority Ranking: LOW PRIORITY

Scope: Implement Parks and Recreation Master Plan with attention to appropriate citizen access to City facilities and a focus on ADA and identified population needs consistent with adopted Master Plan.

TFA Budget:

FY 21 \$117K Master Plan cost; FY 22- None

TFA Leadership Sponsor:

Mr. Gibson, Parks and Rec. Dir.

TFA Lead:

Mrs. Legette, Business Manager Parks and Rec.

TFA Team:

ADA Transition Plan Coordinator (Mr. Redding);
Recreation and Parks Division Managers

Partners/ Collaborators:

Millennial Council



Community Outcomes

Goal 4: Desirable Place to Live, Work and Recreate
Strategic Objective 4.2: To enhance diverse recreation, leisure and cultural opportunities

Performance Results:

- # of recreation participants
- # of athletic program participants
- Acres of publically accessible open space
- % satisfaction with diversity of City recreation opportunities

TFA 4.2.1 Parks and Recreation Master Plan Implementation with Access for Diverse Needs

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Incorporate ADA recommendations into Parks & Rec. capital improvement planning (CIP) efforts	07/01/21	12/31/21	100%	--	--	--
Investigate if there are disparities in Parks & Rec. services per geographic area (Gilmore Center)	01/01/22	06/30/22	--	--		
Complete 19 Parks & Rec. construction projects on time / on schedule with reports to Council	07/01/22	06/30/22	25%	50%		



TFA 4.2.1 Parks and Recreation Master Plan Implementation with Access for Diverse Needs

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- 16 Parks & Rec projects are on time / on schedule including: Lake Rim Splash Pad, Senior Center West, Senior Center East, Sports Field Complex, Tennis Center, etc.

FY 22 Quarter 1 ending September 30, 2021

- All Parks & Recreation current and future projects are compliant with ADA requirements
- 19 Parks & Recreation construction projects are either complete or on-time
 - Senior Center East (On time)
 - Senior Center West - Bill Crisp Senior Center (On time)
 - Tennis Center (On Time)
 - Lake Rim Splash Pad (On Time)
 - Makerspace (On Time) – Land Acquisition / Conceptual Design - 6 month review, No Budget to date
 - Town of Stedman (Complete) - Concession construction, park renovation

FY 22 Quarter 2 ending December 31, 2021

- Senior Center East (On time)
- Senior Center West - Bill Crisp Senior Center (On time)
- Tennis Center (On Time)
- Lake Rim Splash Pad (On Time)
- Jordan Soccer Complex (On-Time) - Field lighting complete, restroom expansion on hold
- Splash Pad - Baseball Plaza Fountain & Play Space (On time) – Play Space complete, Baseball Plaza Fountain on hold due to sewer repair

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Reduce illegal dumping and littering through public education, engagement and the increase of city beautification and litter collection services

TFA Budget: None

TFA Leadership Sponsor:

Mrs. Jackson, Chief Performance Officer/COS

TFA Lead:

Mr. Redding, Assistant To the City Management

TFA Team:

Ms. Thomas-Ambat, Public Services Dir.;

Dr. Newton, Dev. Services Dir.; Mr. Gibson, Parks and Rec. Dir.

Partners/ Collaborators:

Sustainable Sandhills, Fayetteville Beautiful, Cumberland County Landfill and Solid Waste



Community Outcomes

Goal 4: Desirable Place to Live, Work and Recreate

Strategic Objective 4.4: To provide a clean and beautiful community with increased green spaces

Performance Results:

- # of illegal dump sites identified and mitigated by the Removing And Preventing Illegal Dumping (R.A.P.I.D) team
- Litter index
- # of curb lane miles swept
- # of illegal dump sites identified and mitigated

TFA 4.4.1- Reduce Litter and Illegal Dumping

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Implement RAPID team camera system to further reduce illegal dumping	07/01/21	06/30/22	50%	80%		
Add a 2 nd citywide clean up in Sept. 18, 2021 / April 23, 2022	07/01/21	04/30/22	50%	75%		
Synchronize environmental sustainability operations and events (Calendar of events, public education campaign, 5 for Friday, E-waste Drive, Shred Event, Adopt a Street, Citywide clean ups)	07/01/21	06/30/22	50%	90%		



TFA 4.4.1- Reduce Litter and Illegal Dumping

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Conducted a city wide cleanup in April
- Launched public education campaign on littering

FY 22 Quarter 1 ending September 30, 2021

- Camera system on hand and in test phase through October
- September Fayetteville Beautiful event
 - 550 volunteers – increase of 100% in volunteers from April 2021 event
 - Over five (5) tons of litter picked up
- Environmental sustainability events
 - 5 for Friday – October clean up along southwest side of city
 - E-waste drive and shred event – First week of November or December
 - Social Media Campaign – Filming illegal dump clean up for advertising

FY 22 Quarter 2 ending December 31, 2021

- Camera system SOP in development. Cameras are on site and being tested. Camera Positioning being dialed in to collect correct information needed.
- Planning for the 2nd Citywide cleanup complete and scheduled for April 23, 2022. Working with Sustainable Sandhill's to collect sponsorships.
- Environmental sustainability - Monthly Cohort meetings, 5 for Friday scheduled for monthly events, working with Cumberland county schools to inspire recycling through education, in coordinated research effort on apartment recycling rates.

FAYETTEVILLE ^{N.C.} TFA 4.5.1- Implement Residential Revitalization Efforts

Project Description

Priority Ranking: HIGH PRIORITY

Scope: Implement residential revitalization efforts through implementation of FOUR city programs:

- 1) Community Impact Teams
- 2) Murchison Choice Neighborhood Initiative (CNI)
- 3) Good Neighbor- Expand to City employees and market
- 4) Commercial Corridor Program

Budget:

\$450K Good Neighbor, \$200K Commercial Corridor, \$711K CNI

TFA Leadership Sponsor:

Mr. Cauley, ECD Dir.

TFA Lead:

Mr. Taurus Freeman, ECD Assistant Dir.

TFA Team:

Chief Hawkins, Police Chief; Mrs. Phelps, Corporate Communications Dir., Mrs. Jackson, Chief Performance Officer/COS; Mr. Gibson, Parks and Recreation Dir.

Partners/ Collaborators:

FMHA, Fayetteville State University, Community Watch Groups, Business Leaders, Non-Profits, Faith Communities.



Community Outcomes

Goal 4: Desirable Place to Live, Work and Recreate

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

Performance Results:

- % satisfaction with overall quality of life in your neighborhood
- % of residents living in poverty



TFA 4.5.1- Implement Residential Revitalization Efforts

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Implement & promote a Good Neighborhood Program	07/01/21	06/30/22	25%	25%		
Implement a new Community Impact Team with Bi-annual meetings	07/01/21	06/30/22	25%	50%		
Assist 2 businesses per year with a Commercial Corridor Program	07/01/21	06/30/22	25%	100%	--	--
Implement the Choice Neighborhood Early Action Activity	07/01/21	06/30/22	25%	50%		



TFA 4.5.1- Implement Residential Revitalization Efforts

Overall Project Status:
Behind Schedule



FY 21 Quarter 4 ending June 30, 2021

- Community Impact Team could not meet due to COVID restrictions
- Good Neighbor Program - \$0 awarded

FY 22 Quarter 1 ending September 30, 2021

- Good Neighbor Program is implemented and promoted by ECD but is being revamped - will be back In Q3 with update
- First Community Impact Team will occur in Q3 (Covid dependent)
- Commercial corridor program is ongoing and marketed to eligible businesses
- Early action project is in the planning stages, on schedule

FY 22 Quarter 2 ending December 31, 2021

- Good Neighbor Program will be revamped due to lack of interest, will be brought back to Council in March
- First Community Impact Team will occur in Q4 (Covid dependent)
- The commercial corridor program has already met its goal to assist 2 businesses a year and one was featured in a recent Fayetteville Observer article about Murchison Road's revitalization.
- Choice Neighborhood Early action project is in the planning stages and on schedule



TFA 4.5.2- Complete Housing Study and Implement Affordable Housing Strategy

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Increase the supply of affordable housing to meet the needs of diverse residents consistent with the Housing Study.

TFA Budget:

FY 21 was \$42K

TFA Leadership Sponsor:

Mr. Cauley, ECD Dir.

TFA Lead:

Mr. Taurus Freeman, ECD Assistant Dir.

TFA Team:

ECD staff

Partners/ Collaborators:

Habitat for Humanity, Housing Authority, Faith-based communities, Kingdom Community Development Corporation, P4P, Mid Carolina Council of Governments



Community Outcomes

Goal 4: Desirable Place to Live, Work and Recreate

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

Performance Results:

- % of affordable housing to total City housing inventory
- # of affordable housing units provided via ECD funding
- % satisfaction with overall affordability of housing in Fayetteville

TFA 4.5.2- Complete Housing Study and Implement Affordable Housing Strategy

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Implement Council approved actions for top 3 items (1.1, 2.2, 4.3)	07/01/21	06/30/22	25%	40%		
Bring a proposal for housing trust fund policy and procedures; incorporate potential funding mechanisms	01/01/22	06/30/22	--	--		



TFA 4.5.2- Complete Housing Study and Implement Affordable Housing Strategy

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Council adopted the 10 year strategic plan for affordable housing on June 28, 2021
- Of the 14 strategies, 6 are currently under way including new content design for ECD website
- Staff will explore the remaining items to bring back for policy changes and funding requests

FY 22 Quarter 1 ending September 30, 2021

- ECD has updated its website and is exploring other items
 - 1.1 - Develop housing resources & engage – On Time (33%)
 - 2.2 - Public land disposition – Not started 0%
 - 4.3 - Down payment assistance –Development stage (16.5%)
- In Q4 ECD will propose a housing trust fund framework

FY 22 Quarter 2 ending December 31, 2021

- ECD has completed the update of its website for ease of use and accessibility of information
 - 1.1 - Develop housing resources & engage – On Time (100%)
 - 2.2 - Public land disposition – Not started 0%
 - 4.3 - Down payment assistance –Development stage (50%)
- ECD will bring a proposal for a housing trust fund framework in the 4th Qtr.

TFA 4.6.1 – Strategy to Address Poverty and Homelessness

Project Description



Priority Ranking: LOW PRIORITY

Scope: Move forward strategies to address poverty and homelessness with a homeless day center, a partnership with the County on homeless strategic plan and a partnership with Pathways for Prosperity (P4P)

TFA Budget:

FY 21= \$80K Student Support specialist; \$10K for reentry Council; \$3.99M (Homeless Day Center)

TFA Leadership Sponsor:

Mr. Cauley, ECD Dir.

TFA Lead:

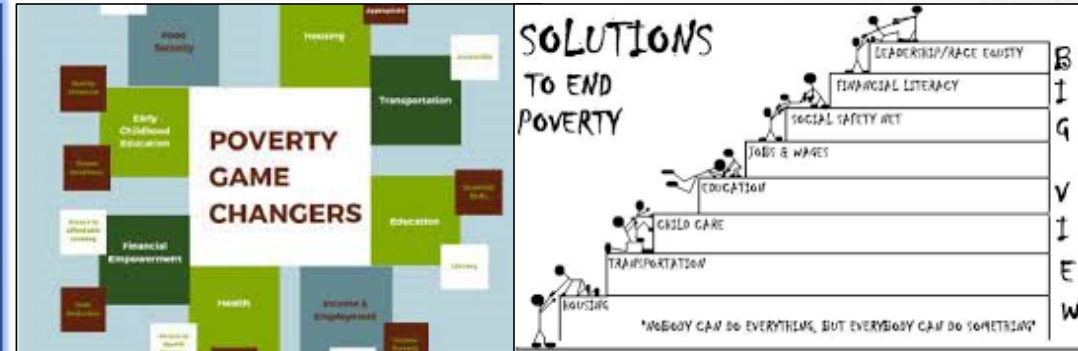
Mr. Albert Baker, Community Relations Manager

TFA Team:

ECD staff

Partners/ Collaborators:

Pathways for Prosperity (P4P), Continuum for Care



Community Outcomes

Goal 4: Desirable Place to Live, Work and Recreate
Strategic Objective 4.6: To reduce poverty and homelessness

Performance Results:

- % residents living in poverty
- Point-in-Time (PIT) homeless count
- # of beds available for the homeless

TFA 4.6.1 – Strategy to Address Poverty and Homelessness

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Support P4P strategies – Communities in Schools	07/01/21	06/30/22	25%	50%		
Investigate the empowerment plan model for applicability to the City of Fayetteville	07/01/21	12/30/21	50%	100%	--	--
Support P4P strategies – Day Resource Center Pre-construction (Ends in Bid award)	07/01/21	04/30/22	25%	30%		



TFA 4.6.1 – Strategy to Address Poverty & Homelessness

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Communities in Schools will begin with the new school year
- Re-entry Council is operational and City Council continued to allocate \$10k
- ECD continues to focus efforts on addressing poverty and homelessness

FY 22 Quarter 1 ending September 30, 2021

- Student support specialist is deployed to Luther Nick Gerald's School
- The Empowerment Plan is an American humanitarian organization, located in Milwaukee Junction, Detroit, Michigan. The organization works to address homelessness by providing jobs to homeless women, and by manufacturing a coat that is given to homeless individuals in need.
- Day Resource Center is on schedule and design is underway

FY 22 Quarter 2 ending December 31, 2021

- Student support specialist is deployed to Luther Nick Gerald's School
- Day Resource Center is on schedule and design is underway
- The City and County reconstituted the Joint City/County Homelessness Committee and doubled the level of elected official involvement. This group will study issues surrounding homelessness to identify partnerships between the City and County moving forward.



Project Description



Priority Ranking: LOW PRIORITY

Scope: To promote transparency and accountability and a deeper understanding of local government, the City will implement best practice for financial & budget reporting and engagement.

TFA Budget: None

TFA Leadership Sponsor:

Mr. Jay Toland, ACM

TFA Lead:

City Treasurer

TFA Team:

Mrs. Olivera, Budget and Evaluation Dir; Mrs. Jackson, Chief Performance Officer/COS, GIS Office

Partners/ Collaborators:

None identified



Community Outcomes

Goal 5: Financially Sound City Providing Exemplary City Services

Strategic Objective 5.1: To ensure strong financial management with fiduciary accountability and plan for future resource sustainability by aligning resources with City priorities

Performance Results:

- % unassigned fund balance
- General obligation bond rating

TFA 5.1.1- Implement Strategies to Engage Council, Staff and Citizens in Finance, Budget and Performance Reporting

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Benchmark peer cities on options to report financial data including open data trends	07/01/21	06/30/22	50%	90%		
Investigate participatory budget model and additional engagement options for budget process	07/01/21	06/30/22	50%	65%		
Investigate performance data dashboard for KPIs using ESRI	07/01/21	06/30/22	25%	30%		
Creation of searchable database for the expenditures of the City with quarterly updates (eg. checks issues - with date amount, and vendor)	07/01/21	06/30/22	25%	100%	--	--
Conduct Café Conversations virtually/ in person as allowable	01/01/22	06/30/22	--	--		

TFA 5.1.1- Implement Strategies to Engage Council, Staff and Citizens in Finance, Budget and Performance Reporting

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Have a contractor in place to start project in FY22
- New TFA for FY22

FY 22 Quarter 1 ending September 30, 2021

- Examining current tools and practices used for data
 - Identifying peers that are leaders in Budget and financing
 - Researching national trends
- Budget office created 5 question survey that was rolled out to boards and commissions
 - Use past 2 citizen academy's (Fire & Police) as a survey group
- Generated report for database, working to make it searchable and for ease of use
- KPI database within individual goal input into single document with up to 4 years of data
 - Working to create interactive performance dashboard

FY 22 Quarter 2 ending December 31, 2021

- Data points collected with trend data. Will work with IT to help create an interactive performance dashboard with set update points throughout year.
- A benchmarking process has been created to compare Fayetteville's strategic and financial documents and presentations to similar municipalities in North Carolina. Report will be brought to Council on 2/14/22
- Online survey seeking community feedback on the City's budget has been created and sent to Board and Commission Members and Citizen Academy participants (groups viewed as engaged citizens)
- Creating of searchable database for expenditures complete
 - "List of Checks" <https://www.fayettevillenc.gov/city-services/finance>

TFA 6.1.1-Develop a Strategy to Maximize a Relationship with the Military

Project Description



Priority Ranking: MEDIUM PRIORITY

Scope: Develop partnerships with the Military Host Cities Coalition, Fort Bragg, the State Department of Military and Veteran's Affairs and with other community military related agencies (MAC & VA).

TFA Budget:

None

TFA Leadership Sponsor:

Mr. Brook Redding, Assistant to the City Manager

TFA Lead:

Mr. Brook Redding, Assistant to the City Manager

TFA Team:

City Manager's Office

Partners/ Collaborators:

Fort Bragg, RULAC, Military Host Cities Coalition, NC Department of Military and Veterans Affairs



Community Outcomes

Goal 6: Collaborative Citizen and Business Engagement

Strategic Objective 6.1: To ensure collaborative relationships with the business community, local governments, military and stakeholders

Performance Results:

- % satisfaction level of public involvement in local decisions
- % of residents who felt the city is moving in the right direction
- % satisfaction with overall customer service

TFA 6.1.1-Develop (Implement) a Strategy to Maximize a Relationship with the Military

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Draft a military liaison program to strengthen and leverage partnerships and present to Council	07/01/21	06/30/22	25%	50%		
Hold Quarterly Military Host Cities Coalition meetings	07/01/21	06/30/22	10%	40%		
Participate in quarterly meetings with the NC Dept. of Military and Veterans Affairs and the MAC	07/01/21	06/30/22	25%	50%		



TFA 6.1.1-Develop a Strategy to Maximize a Relationship with the Military

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Hosted Military Host City Coalition meeting via Zoom at NCLM
- Hosted and planned 249th Army birthday event
- McArthur Rd sports complex MOU signing to formalize partnership to establish playing fields on Fort Bragg property for the City
- Touchpoint brief to XVIII Airborne Corps Commander (McArthur Rd Sports Complex, Policing)

FY 22 Quarter 1 ending September 30, 2021

- Researching details and stakeholders to start the draft for the Military Liaison Program
- Conducting research and engaging stakeholders to hold 2nd quarter meeting for Military Host Cities Coalition
- NC MAC allocating funds of \$68,000 for digital information kiosks projects in August Meeting

FY 22 Quarter 2 ending December 31, 2021

- Looking at peer cities to draft the military liaison program. Compiling list of required links, locations, and information that would be beneficial for partnership with city and military.
- Discussed event with different stakeholders (Other Military host cities) and a quarterly event planned for Feb. 2022.
- MPT Jensen selected to serve on NC MAC.
- Digital information kiosks projects funds being dispersed in Jan from Dept. of VA.



TFA 6.1.2- Conduct a Disparity Study

Project Description



Priority Ranking: LOW PRIORITY

Scope: Improve the City's policy and practices related to contracting with minority, women – owned, and disadvantaged business enterprises.

TFA Budget:

FY 21 = \$300,000; FY 22= None

TFA Leadership Sponsor:

Mr. Jay Toland, ACM

TFA Lead:

Ms. Kim Toon, Purchasing Manager

Partners/ Collaborators:

What Works Cities (Harvard Government Performance Lab), PWC



Community Outcomes

Goal 6: Collaborative Citizen and Business Engagement

Strategic Objective 6.1: To ensure collaborative relationships with the business community, local governments, military and stakeholders

Performance Results:

- % of city contracts awarded to Local Small Disadvantaged Business Enterprises (LSBDE)

TFA 6.1.2- Conduct a Disparity Study

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Complete Disparity Study (target completion date May 2022)	07/01/21	06/30/22	25%	50%		
Determine if revisions to policy and procedures for contracting are needed (target completion date 12/31/22)	10/01/21	06/30/22	--	--	--	--
Report quarterly KPI performance (LSDBE report)	10/01/21	06/30/22	--	50%		



TFA 6.1.2- Conduct a Disparity Study

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Disparity Study is a 12-18 month project
- Vendor selected for Disparity Study, Introductory presentation to Council (approved by Council)
- PWC will be involved in the Disparity Study

FY 22 Quarter 1 ending September 30, 2021

- On 7/15/21 data gathered and submitted to Griffin & Strong
- Waiting to hear back from Griffin & Strong for next step or possible info needed
- Outreach held in September with another planned for October 23rd to local vendors dealing with disparity study

FY 22 Quarter 2 ending December 31, 2021

- Tasks Completed for disparity study:
 - Website launched <https://fayettevilledisparitystudy.com/>
 - Informational meeting held
 - Data requests
- Tasks in Progress for disparity study :
 - Policy review
 - Anecdotal interviews
 - Online survey of business owners
- LSDBE will be reported to Council on 1/24/22 in Admin report

TFA 6.3.1- Develop a Strategy to Educate and Engage Citizens

Project Description



Priority Ranking: LOW PRIORITY

Scope: Develop a strategic communication plan to educate and engage citizens, focusing on social media, improving FayFixIT engagement and conducting customer service surveys.

TFA Budget:

None

TFA Leadership Sponsor:

Mrs. Jodi Phelps, Corporate Comm. Dir.

TFA Team Lead:

Maine Johnson, Public Information Specialist

TFA Team:

Chief of Staff, Call Center, Assistant to the City Manager, Ms. Tuckey, City departments

Partners/ Collaborators:

Media

Community Outcomes

Goal 6: Collaborative Citizen and Business Engagement

Strategic Objective 6.3: To inform and educate about local government by enhancing public outreach and increasing community dialogue, collaboration and empowerment

Performance Results:

- # and type of FayFixIT tickets
- # and type of Call Center interactions
- # of followers on Facebook
- # of unique website visits
- # of Boards and Commission members
- % satisfaction with overall effectiveness of communication with the public



TFA 6.3.1- Develop a Strategy to Educate and Engage Citizens

TFA Action Plan			FY 22			
Tactics	Start Date	Completion Date	Q1 (Jul-Sept)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr-Jun)
Execute strategic communication & engagement plan (eg. Messaging, marketing, tools, branding, identification of audiences, ways to leverage media)	07/01/21	06/30/22	10%	30%		
Use Zencity to leverage social media (& assess)	07/01/21	12/31/21	100%	--	--	--
Assess and improve FayFixIT (COS)	07/01/21	12/31/21	50%	100%	--	--
Develop citywide customer service surveys on one platform to leverage and report holistically (COS)	07/01/21	06/30/22	25%	50%		



TFA 6.3.1- Develop a Strategy to Educate and Engage Citizens

Overall Project Status:
On Schedule



FY 21 Quarter 4 ending June 30, 2021

- Receive final strategic communication plan and working on implementation
- Continuing to integrate Zencity into social media battle rhythm to assess its usefulness
- Executed virtual citizens academy in the fall. Unable to execute spring event due to competing demands and low ROI

FY 22 Quarter 1 ending September 30, 2021

- Strategic communication & engagement plan currently put on hold in planning phase until new director is brought on board for approval
- Assessed Zencity and working through the final stages of assessment to determine the viability going forward
- FayFixIt rebranding complete, revision of questions currently underway

FY 22 Quarter 2 ending December 31, 2021

- City Flag and Seal Rebranding was approved by City Council in the December Council Meeting.
- FayFixIT – Application completely rebranded, agencies / categories revised and implemented, staff retrained, process tested and confirmed complete. Application is now more efficient and user friendly for both internal and external users.
- Soft roll out of FayFixIT is active with media push coming in Feb.
- Zencity reviewed and found beneficial. Contract renewed to continue use of program.

VISION IN ACTION: 5 YEARS OF IMPACT

An attractive, culturally diverse and inclusive City that is safe, prosperous, innovative and unified.

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
GOAL 1: SAFE & SECURE	<p>Built Fire Station 12</p> <p>World class fire accreditation achieved</p> <p>Conducted City's first ever public safety diversity regional forum</p> <p>Forensic unit and communication division accreditation achieved</p>	<p>Hurricane Florence emergency management response and recovery</p> <p>Launched Police Academy</p> <p>Formed a Domestic Violence Unit</p>	<p>COVID-19 response and resiliency</p> <p>0 fire fatalities for calendar year</p> <p>Fire strategic plan aligned to Council's plan</p> <p>Police completes NIBRs transition, improving data</p>	<p>COVID-19 response and resiliency</p> <p>Response to racial unrest</p> <p>Choice Neighborhood Planning Grant award</p> <p>Fayetteville Regional Airport Business Development strategy approved</p> <p>PRM online registration</p>	<p>COVID-19 response and recovery</p> <p>Steady decrease in overall crime statistics through crime reduction strategies</p> <p>Fire Department awarded re-accreditation by the Commission of Fire Accreditation International</p> <p>Distributed \$14M+ of CARES Act funding</p> <p>Murchison Road Corridor: Choice Neighborhood Planning Grant</p> <p>Downtown Urban Design plan</p>
GOAL 2: RESPONSIVE	<p>Developed local Small Business Enterprise business program</p> <p>Public/private development partnerships for downtown and baseball stadium agreement</p>	<p>Segra Stadium opens</p> <p>Residences at Prince Charles open</p>	<p>Business support and technical assistance provided to more than 270 clients by the Economic and Community Development</p>	<p>Street pavement preservation improvements, increased efficacy</p> <p>CARES Act funding projects</p> <p>MetroNet master service agreement: \$70 million private investment for fiber build out and move to gigabyte</p>	<p>Stormwater master plan: first tranche ARPA projects</p> <p>Intergovernmental coordination and grants</p>
GOAL 3: TODAY & TOMORROW	<p>Council approved a fee increase to develop a comprehensive watershed master plan that fosters informed decisions for capital</p> <p>Improvements to Unified Development Ordinance (UDO)</p>	<p>Created Downtown master plan to guide future development and design of the heart of the city's central area</p> <p>Stormwater master plan</p> <p>Developed a unified streetlight plan</p> <p>Implemented a nuisance property ordinance</p> <p>UDO revisions and manual to improve community development tools</p>	<p>Drainage Assistance Program unanimously approved by Council</p> <p>2040 Comprehensive Land Use Plan and Future Land Use Map completed</p> <p>Paid on-street parking program approved</p>	<p>Bi-weekly recycling implemented</p> <p>Fayetteville Beautiful success</p> <p>RAPID program launched</p> <p>Council approved homeless day center</p> <p>Council adopted Affordable Housing master plan</p> <p>Parks and Recreation master plan adopted</p>	<p>ADA Transition Plan with 85% of identified low barriers removed</p> <p>Emergency Rental Assistance Program allocated \$11.4 million assisting more than 2,500 households</p> <p>Homeless day center moves forward</p> <p>Limb and Bulky collection improvements</p> <p>RAPID team cleaned 500 tons of trash</p> <p>Westover & Bailey Lake Dog Parks, Gilmore & Honeycutt Splash Pads</p>
GOAL 4: DESIRABLE PLACE	<p>\$35 million Parks and Recreation bond projects move forward</p> <p>FAST Transit Center opens</p> <p>Adopted pedestrian masterplan to improve connectivity and walkability</p>	<p>Groundbreaking held for construction of the 'Senior Center West' and Skate Park</p> <p>Grand openings for 5 new splash pads</p> <p>Awarded \$1,521,514 in Community Development Block Grant funding and \$835,404 for Home Investment</p>	<p>Rowan Street Skate Park completed</p> <p>Transformational terminal renovations begin at Airport</p> <p>Elevated conversation on combating poverty across City in partnership with Pathways For Prosperity</p> <p>Central City Trail master plan authorized</p> <p>Added 20 bus shelters, 8 benches and 24 ADA-accessible bus stops</p> <p>29 single family homes were constructed in partnership with Habitat</p> <p>More than \$412,000 collected for Tree Preservation Fund</p>	<p>Lake Rim pool opened</p> <p>Employer of Choice framework moved forward: Department Action Plans</p> <p>ERP project moved forward</p> <p>Can Do Carolina: Fayetteville Cumberland Collaborative Branding Committee community branding initiative</p>	<p>Employer of Choice initiatives</p> <p>Implemented Transit driver pay plan</p> <p>Employee COVID pay bonus</p> <p>ERP solution (HUB project)</p> <p>New City Weapons Ordinance</p> <p>E-news and Council recap videos</p> <p>Premier customer service program</p> <p>City SPIRIT initiative</p> <p>Developed Citizen Advisory Board</p> <p>Ft. Bragg kiosk planning</p>
GOAL 5: FINANCIALLY SOUND	<p>Named Most Innovative City in the nation by Governing Magazine for Café Conversations, E3 Summit, TRACstat</p> <p>Excellence in Performance Management from ICMA</p>	<p>Distinguished Budget Presentation Award from the Government Finance Officers Association</p> <p>City Council adopted a High Performance and Open Data Resolution guiding organizational development</p>	<p>ERP project planning</p> <p>Eamed Certificate of Excellence in Performance Management and Distinguished Budget Presentation Award</p>		
GOAL 6: COLLABORATIVE	<p>Conducted first ever social capital survey for the community in collaboration with multiple stakeholders and partners</p> <p>Launched transparency and accountability website</p> <p>Citizen survey and Café Conversations</p>	<p>Developed City internship program</p>	<p>Council instituted Millennial Council</p> <p>City website redesign completed</p>		<p>City 'Can Do' Branding implemented</p> <p>FayFixIT and City Call Center improvements</p>

City Council Strategic Vision, City Goals & Strategic Focus Areas (TFA)

Council Adopted Budget Ordinances; CIP; Tip, Project Ordinances

Council Adopted Master Plans: Stormwater, Housing, Transportation Development Plan, Comp Plan, UDO, Parks and Recreation, Paving, Pedestrian & Bike, Airport, Various Planning/Overlays

Departmental Business Plans, Programmatic & Tactical Action Plans, Employer of Choice, and Performance Framework

Community Impact

City Goal	6 MONTHS June 30, 2022	12 MONTHS Dec. 31, 2022 (FY 23)	18 MONTHS June 30, 2023 (FY 23)
G1	Covid19 response and recovery for community and organization		
	Community Safety Micro grants back to Council	Violent crime strategy action plan reported through FY 23	
			Fire Station #4 Complete
G2			
	Murchison Road Choice Neighborhood Planning Grant project to Council Dec. 2022		Murchison Rd. CN Transformation Implementation
	Downtown Urban Plan Adoption	Downtown & University Administrative rezoning's	
	Focus on implementation of improvements to Development Process/ Ombudsmen approach with several significant dev. projects planned; Incentive policy		
G3			
	ARPA Plan /State/Grant Project Plan comes back to Council	ARPA Plan /State/Grant/ G.O. Bond Project Implementation with Construction Management/CIP integration; Project Management	
	Stormwater Master Plan Implementation- Begin 1 st tranche projects \$20 M.		2 nd Tranche Watershed Studies
	Pavement Condition & Long-Term Forecasting Analysis to Council	Implementation Pavement/ Pedestrian Master Plan	

City Goal	6 MONTHS June 30, 2022	12 MONTHS Dec. 31, 2022 (FY 23)	18 MONTHS June 30, 2023 (FY 23)
G4	Parks and Recreation Master Plan & Bond Projects ongoing including: Bill Crisp Senior Center, Splash Pads FY 22 & Dorothy Gilmore, Senior Center East, NCVP & Tennis Center FY2023		
	West Fay Bus Route & Transportation Development Plan to Council (exploring regional serv.)	Transit Development Plan adoption June 2022 implementation through FY23	
	Complete Airport Terminal Renovations		
	Day Resource Center (April 2023)		
	Implementation of Affordable Housing Master Plan and Neighborhood Revitalization Strategies		
	Implementation of Sustainability Plans: RAPID (Litter), Solid Waste Ordinance, Code Enforcement		
G5	Council Election Cycle & Inaugration by June	Council Election Cycle & Inauguration	
	Budget, CIP, TIP with Adoption in June	Budget, CIP, TIP Implementation and Development Process ongoing	
	Transition to new ERP and Microsoft 365 with testing, training , acceptance and process improvements		
	Employer of Choice: Comp Study Completion	Employer of Choice: Comp Study implementation, leadership development, staff performance eval & training improvements	
	High Performing Framework: OuEST, Engagement, Dept. Business Plans, PerformanceStat, Council Performance Reports		
G6	Dev Srvs Customer Journey & Citizen Survey	Premiere Customer Service Program: Call Center, citywide customer survey results and customer workshops	
	City Hall Renovation Completion		
	SPIRIT Model & Diversity Study to Council by June	Diversity, Equity & Inclusion Framework Implementation	
	Develop/ Finalize Communication Plan	Implement Communication Plan Internal (Employee)/ External (Community Engagement)	

Clarifying & Aligning Strategic Focus Areas /TFA
to Achieve Council's Vision
Remainder of FY 22 and FY 2023

G1

- Covid19 Community and Organizational Response and Recovery
- Violent Crime Strategies

G2

- Murchison Road Choice Neighborhood Strategies: Revitalization
- City Development Plans and Process Improvements Strategies

G3

- Building World Class City Infrastructure: ARPA, State Projects, CIP, Construction Management
- Implementation of Stormwater Master Plan
- Implementation of Pavement and Pedestrian Plans

G4

- Implementation of Parks and Recreation Master Plan/ Bond Projects
- Transportation Development Plan (Transit) & Airport Masterplan
- Implementation of Affordable Housing Masterplan
- Homeless Day Resource Center and Support of Homelessness Strategies
- Implementation of Sustainability Plans: RAPID (Litter), Solid Waste Ordinance, Limbs/Bulky Service Improvements, Code Enforcement

G5

- Technology Implementation & Change Management Plan: ERP/HUB and Microsoft 365
- Employer of Choice Strategy Implementation
- High Performing Framework and Reporting Results

G6

- Premier Customer Service Program
- Strategic Communications Plan
- Diversity Equity and Inclusion Plan

- ✓ April 6th: Affirmed TFA
- ✓ STAFF will integrate TFA into budget development and into departmental action plans
- ✓ June: Adopt Strategic Plan
- ✓ Q4 FY 21 TFA Performance Report in September using these TFA slides, status dashboard, and performance results
- ✓ FY 22 Quarterly TFA Performance Reports in Oct., Jan., April, Aug.
- ✓ Jan. Performance Report and Strategic Alignment
- ✓ Special Council Meeting Jan 28.



FayettevilleNC.gov

City of Fayetteville

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

City Council Action Memo

File Number: 21-2479

Agenda Date: 1/24/2022

Version: 1

Status: Approval Review

In Control: City Council Regular Meeting

File Type: Staff Reports

Agenda Number: 8.02

TO: Mayor and Members of City Council

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

FROM: Gina V. Hawkins, Chief of Police

DATE: January 24, 2022

RE:

City Wide Camera Operating System Update

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Safe and Secure Community - Be a safe and secure community

Executive Summary:

Chief Hawkins will be presenting an administrative report to update City Council on the City Wide Camera Operating System, new camera phases and possible future cameras needed..

Background:

The initial City Wide Camera System project was created several years ago to place cameras, monitored by Fayetteville Police Department (FPD), within the city to assist in crime prevention, law enforcement and provide a greater sense of community safety. FPD identified critical areas needing enhanced video coverage to ensure effective and efficient enhancements for community safety and security. Chief Hawkins will be providing an update to City Council on the City Wide Camera Operating System, the new camera implementation phases and possible future needs throughout the city.

Issues/Analysis:

None

Budget Impact:

None

Options:

Accept the report presented

Do not accept the report presented and make recommendations

Recommended Action:






Accept the report

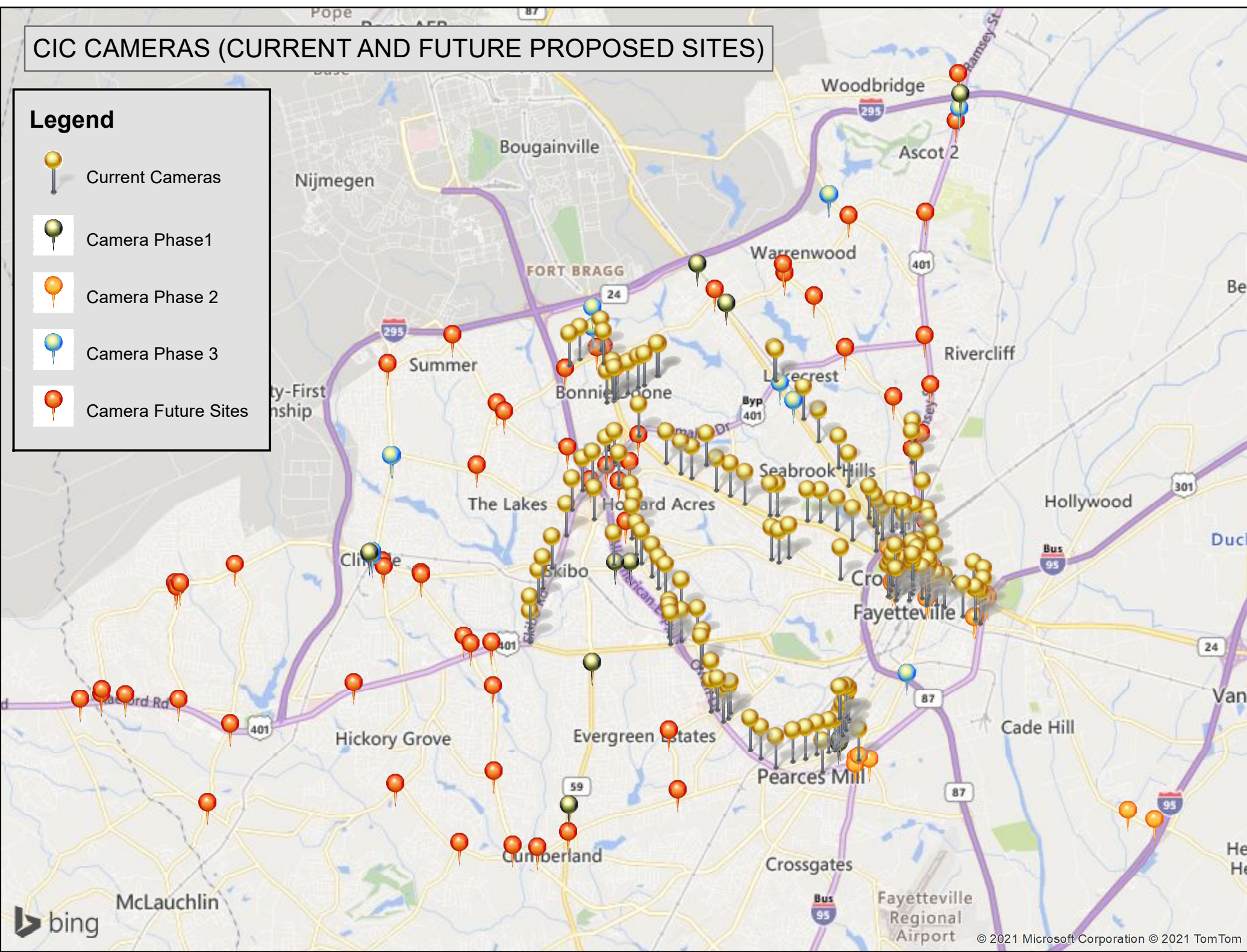
Attachments:

See Attached

CIC CAMERAS (CURRENT AND FUTURE PROPOSED SITES)

Legend

-  Current Cameras
-  Camera Phase 1
-  Camera Phase 2
-  Camera Phase 3
-  Camera Future Sites

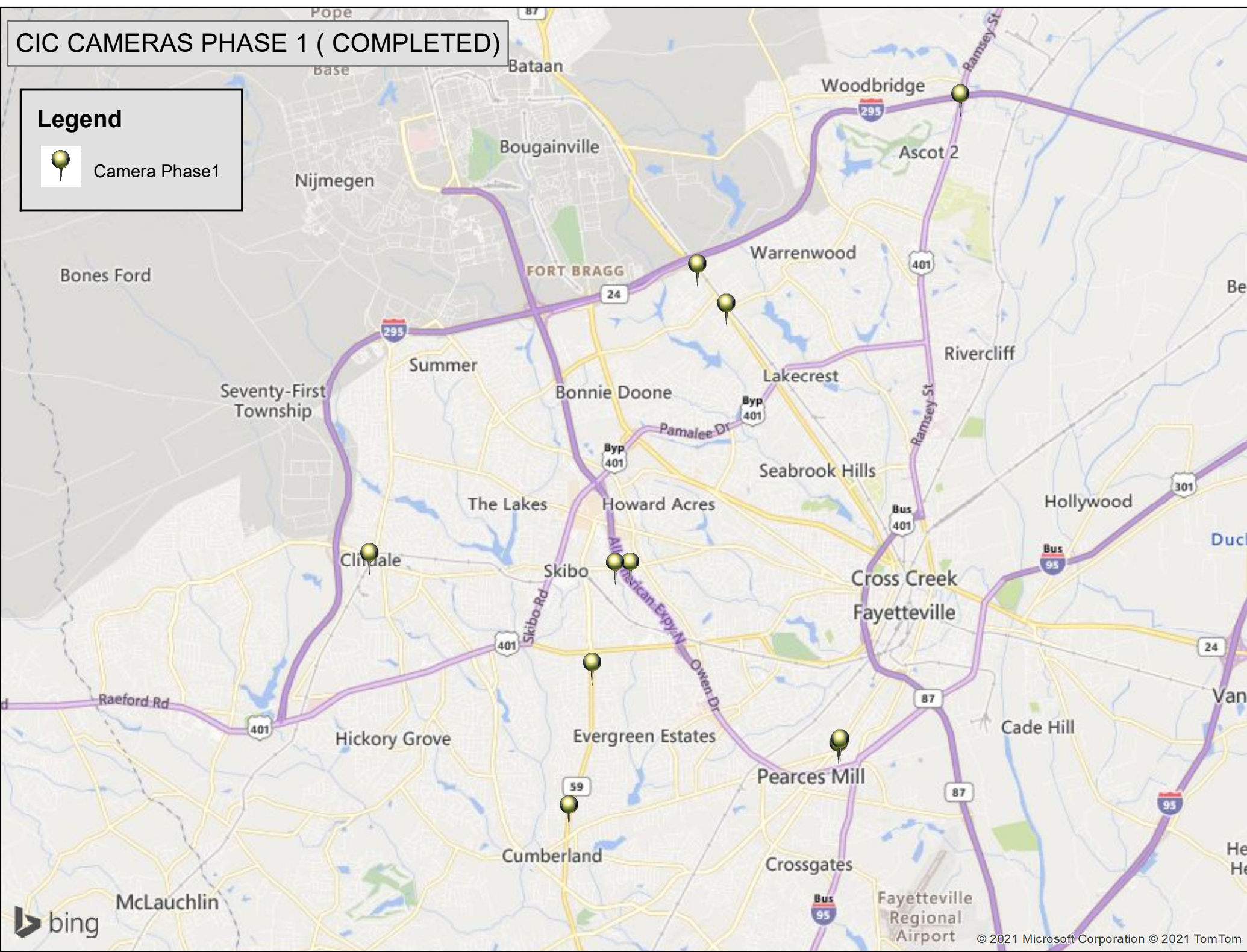


CIC CAMERAS PHASE 1 (COMPLETED)

Legend



Camera Phase1

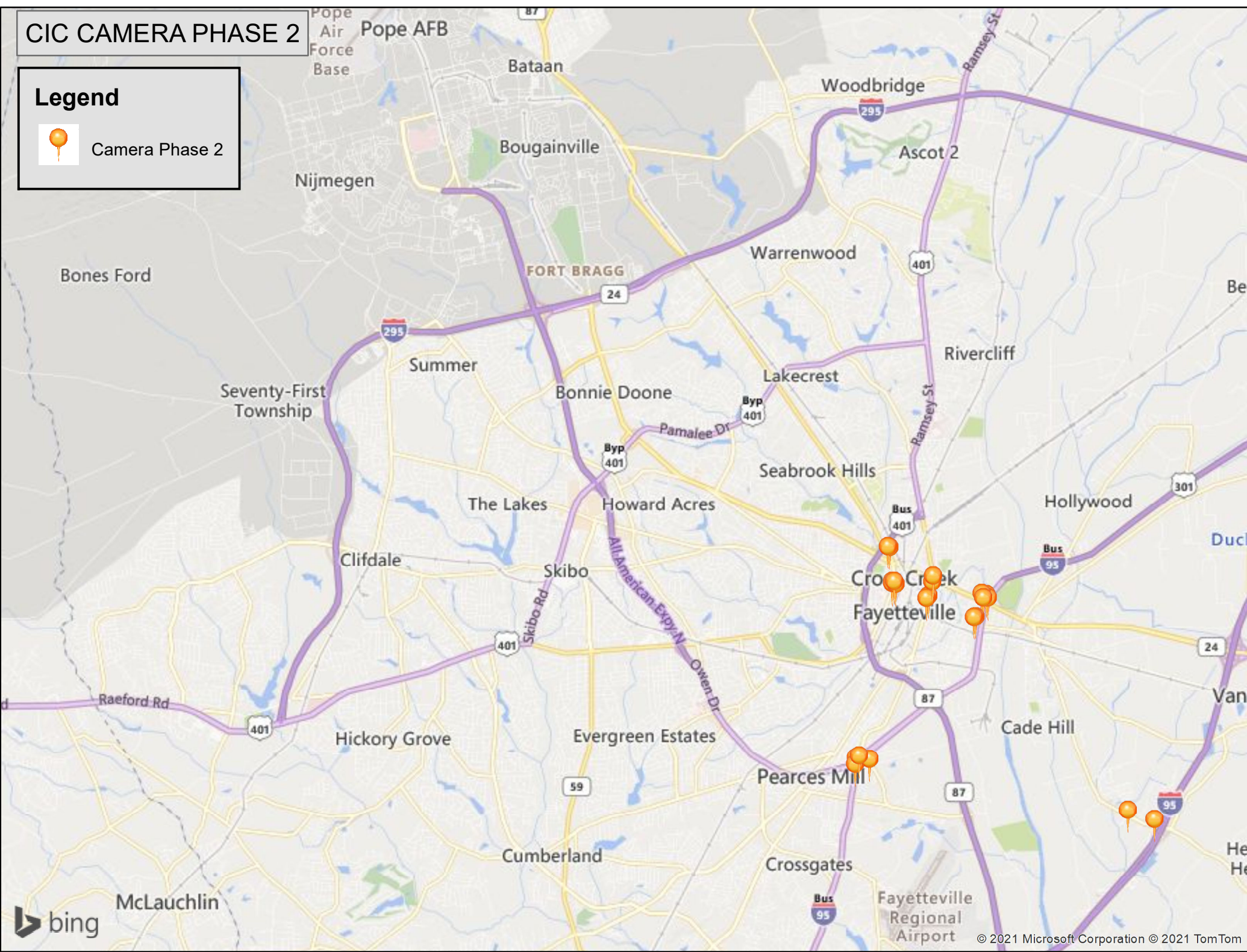


CIC CAMERA PHASE 2

Legend



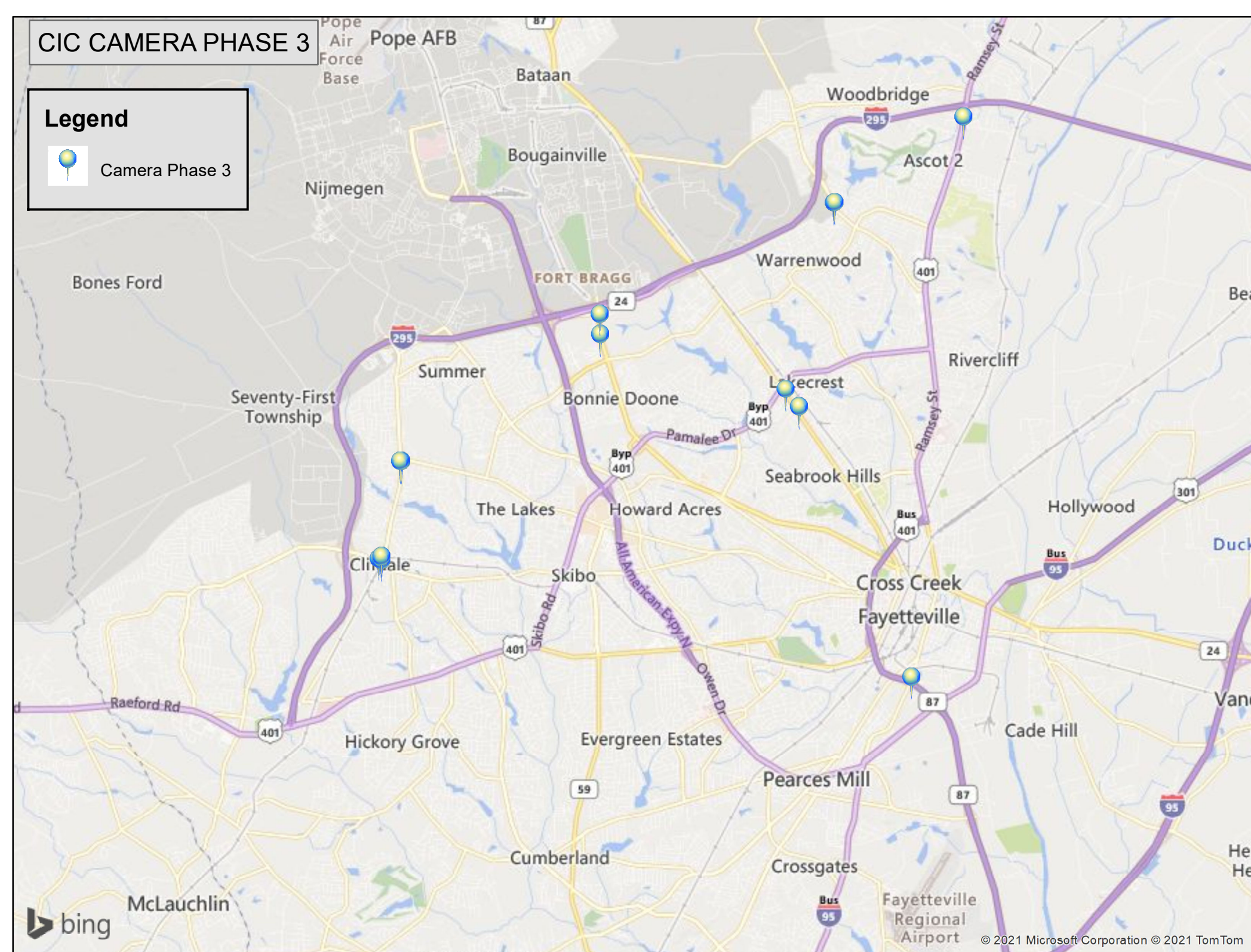
Camera Phase 2



Legend



Camera Phase 3

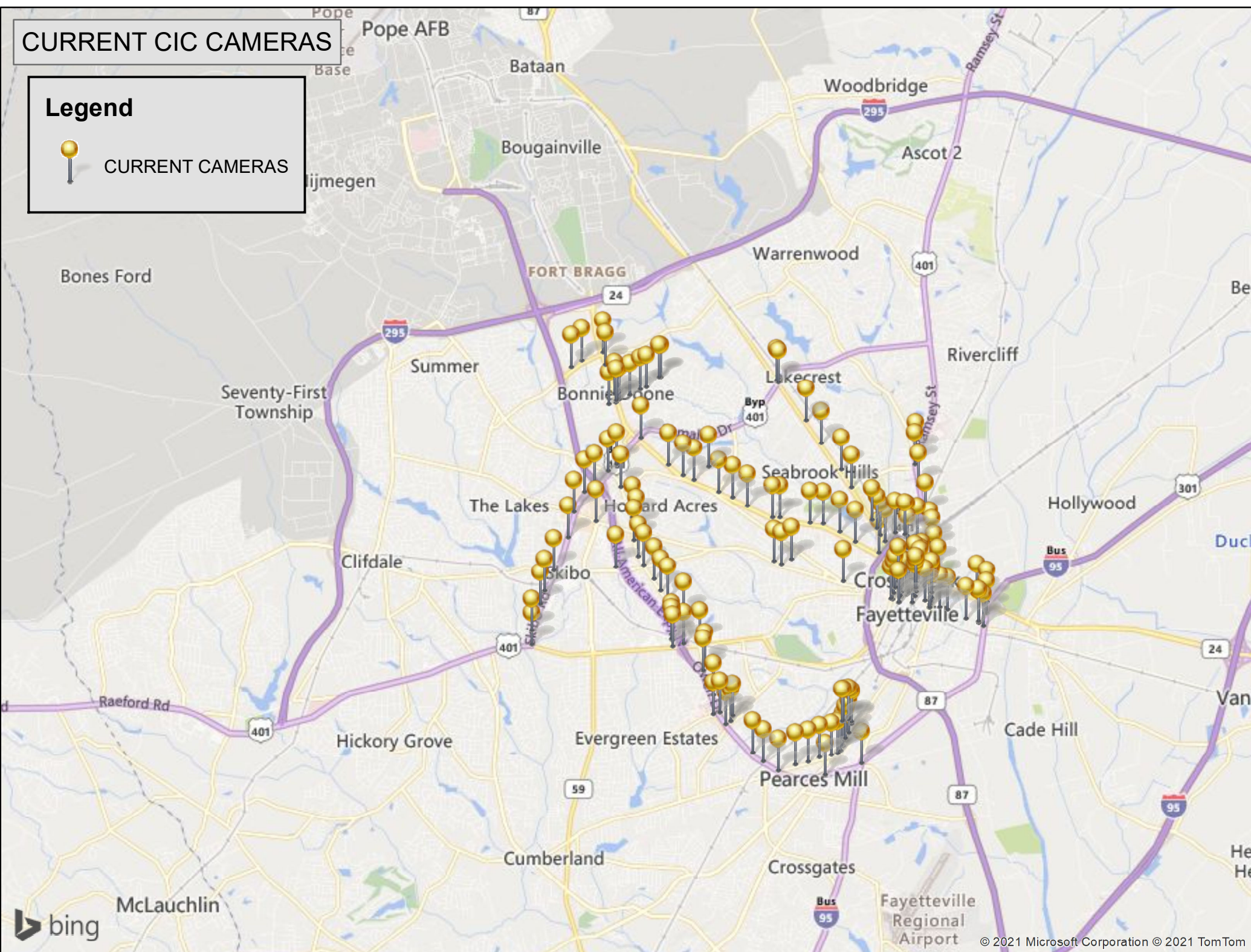


CURRENT CIC CAMERAS

Legend



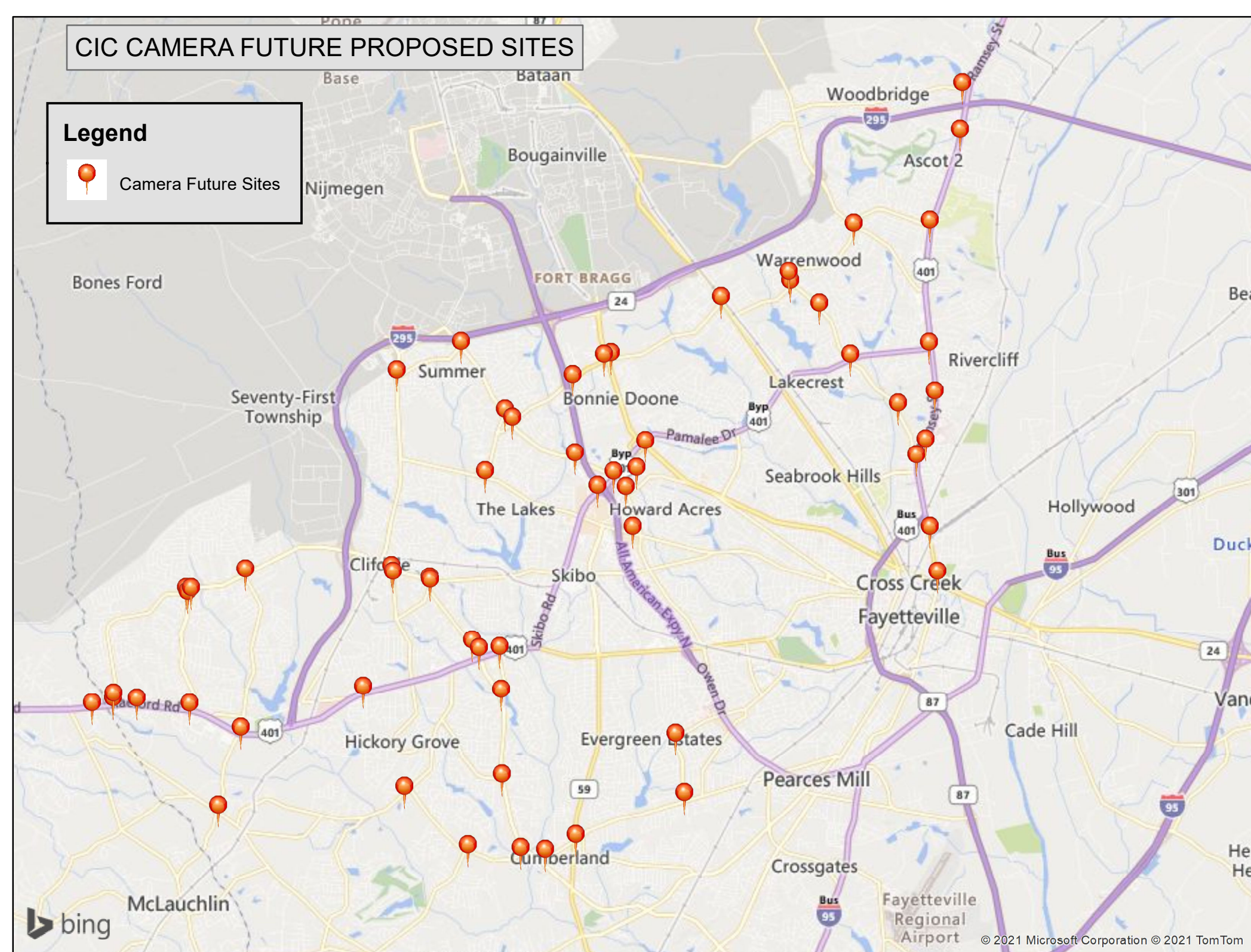
CURRENT CAMERAS



Legend



Camera Future Sites



City of Fayetteville

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

City Council Action Memo

File Number: 21-2475

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Public Hearing

Agenda Number: 9.01

TO: Mayor and Members of City Council

THRU: Telly C. Whitfield, Ph.D. - Assistant City Manager
Dr. Gerald Newton, AICP - Development Services Director
Jennifer Baptiste - Planning and Zoning Division Manager

FROM: David Nash, AICP - Senior Planner
Alicia Moore, Esq., MUP - Senior Planner

DATE: January 24, 2022

RE:

AX21-008: Annexation request located along Ramsey Street, south of Tractor Road, (REID: 0542231198000 and 0542234876000), consisting of 117.7 acres and being the property of SRW Builders, LLC and Pelican Property Holdings, LLC; related to P21-59: Initial Zoning.

COUNCIL DISTRICT(S):

1 - Mayor Pro-Tem Kathy Jensen

Relationship To Strategic Plan:

Strategic Operating Plan FY 2022

Goals 2027

Goal 2: Responsible City Government Supporting a Diverse and Viable Economy

- Objective 2.1: Ensure a diverse City tax base

Goal 3: City Investment in Today and Tomorrow

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

Executive Summary:

The applicant, SRW Builders, LLC and Pelican Property Holdings, LLC, through Palmer N. Williams, Vice President, submitted a petition requesting annexation of 117.7 acres on the western side of Ramsey Street, south of Tractor Road. The area consists of two parcels. The northern parcel is currently vacant, and the southern parcel contains one single-family dwelling and a few accessory structures (pole barn, sheds, garage), per the

applicant's submission. The applicant has not submitted development plans for the area; however, the applicant has conveyed the intention to develop the area as a new residential subdivision of up to 250 single-family units.

The applicant has requested an initial zoning of the area as Single-Family Residential 15 (SF-15). The Zoning Commission recommended approval of SF-15 zoning on November 9, 2021.

Professional Planning Staff recommends approval of the annexation and initial zoning request.

Background:

The subject property is owned by SRW Builders, LLC and Pelican Property Holdings, LLC. The property consists of two parcels with the addresses of 7165 & 7249 Ramsey Street (REID: 0542231198000 and 0542234876000), located on the western side of Ramsey Street, south of Tractor Road. The property, which is located within the City's Municipal Influence Area (MIA), is non-contiguous to the City's municipal boundaries. The parcels are separated from the City Limit lines by Carvers Creek State Park. The annexation petition has therefore been processed as a non-contiguous, "satellite," annexation. (See Annexation Area Map, attached.)

Because the property is within the City's Municipal Influence Area (MIA), use of PWC services requires that the property be annexed, per City Council Policy 150.2. PWC has reported that sewer and water services are available; the developer will be responsible for extended sewer and water mains to the site.

See the attached Basic Information Sheet for more information about the property and the future project.

On November 9, 2021, the Zoning Commission held public hearing to review the initial zoning request for the property (P21-59). The Zoning Commission recommended approval of the initial zoning to Single-Family 15 (SF-15), per the applicant's request.

Issues/Analysis:

Sufficiency: The City's Real Estate Staff has found the annexation petition to be sufficient. (See Sufficiency Memo, attached.)

Compliance with Annexation Standard: Pursuant to the General Statutes, there are five standards that a satellite annexation area must meet in order to be annexed. (N.C.G.S. 160A-58.1(b)). This property meets the five standards, as shown in the attached Proposed Ordinance.

Effective Date: Pursuant to the General Statutes, the annexation ordinance may be made effective immediately or within six months from the date of passage. N.C.G.S. 160A-58.2). Staff recommends an effective date of January 24, 2022.

Compliance with City Development Standards: If the property is annexed, the property must be developed in compliance with City development standards. The owner/developer will be required to formally submit plans to the City for review and approval by the Technical Review Committee (TRC) prior to the issuance of City building permits. No development plans have been submitted to TRC to review.

Financial Impact of Annexation on the Property Owners: If the property is annexed, the

property tax costs to the owners will increase, due to application of the City tax rate. However, this increase will be reduced by the elimination of certain taxes (such as the County fire district tax and the County recreation tax.)

Currently, one of the subject parcels is in a special use tax program, which is the Farm Program. Annexation of the property would not change the special use tax status of the parcel. However, future development of the parcel would change the status, and it would forfeit any tax benefits under the farm program.

As the property is developed, the owners will be subject to City property taxes, but the owners will also receive City services. The current owner and future lot owners will also be eligible for PWC inside-City utility rates, which are less than outside-City rates.

Services: City operating departments and PWC divisions have reviewed the proposed annexation, and they should be able to serve the property. (Appendix A, attached, provides a summary of services, costs, and revenues, as reported by City departments and PWC.)

Budget Impact:

Based on the projected costs and revenues, the annexation of the property should yield a positive impact for the City, particularly after the property has been fully developed, which is anticipated by February 28, 2028. Appendix A, attached, includes a summary of projected costs and revenues. This analysis is based on an assumed effective date of annexation of January 24, 2022.

Options:

1. Adopt the Annexation Ordinance with an effective date of January 24, 2022, and include approval of the final action consistent with the recommendation of the Zoning Commission.
2. Adopt the Annexation Ordinance with a specified effective date between January 25, 2022 and July 24, 2022, and include approval of the final action consistent with the recommendation of the Zoning Commission.
3. Do not adopt the Annexation Ordinance. This option means the property would remain outside the City, and the initial zoning would not occur.
4. Table action on the requested annexation.

Recommended Action:

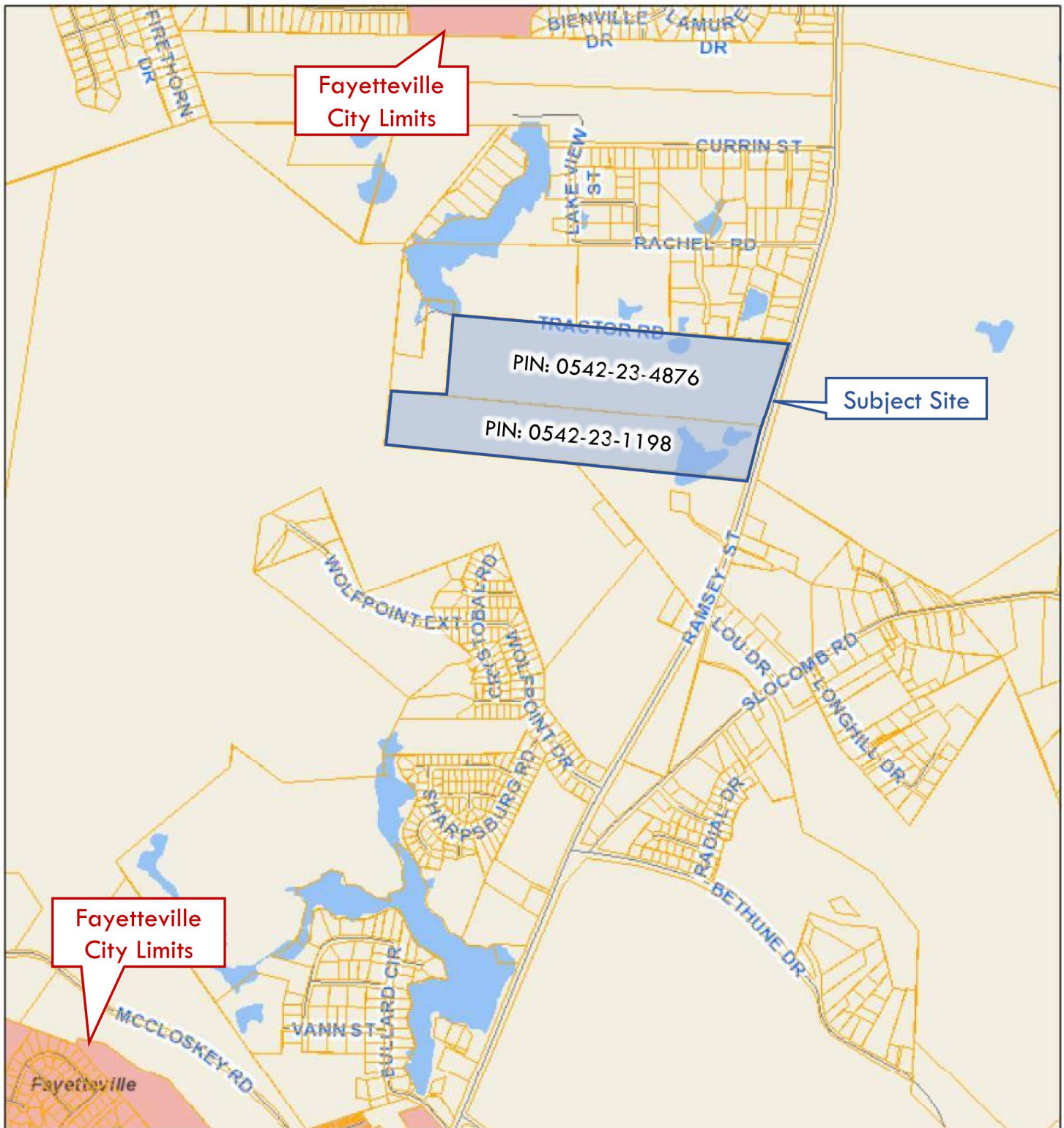
Planning Staff recommends Option 1: Adopt the proposed ordinance annexing the area effective January 24, 2022, and establish the initial zoning consistent with the Zoning Commission recommendation.

Attachments:

1. Appendix A - Summary of Services, Costs, and Revenues
2. Legal Description Map
3. Annexation Area (Vicinity) Map (submitted by applicant)

4. Basic Information Sheet
5. Sufficiency Memo
6. Proposed Annexation Ordinance

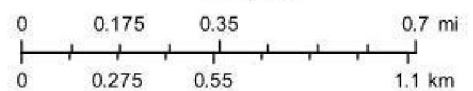
ArcGIS Web Map



9/17/2021, 11:14:27 AM

1:21,598

- | | | |
|-----------------------------|-------------|---------|
| Parcels | Hope Mills | Linden |
| Streets | Spring Lake | Stedman |
| HydroPolygons | Eastover | Wade |
| HydroPolygons | Falcon | |
| Municipal Boundaries | Godwin | |
| Fayetteville | | |



CCGIS \ ESRI Charlotte
CCGIS

BASIC INFORMATION ABOUT ANNEXATION AREA (AX21-008)

Information Updated as of: 1/7/22

Date Petition Received: 10/6/21

Assumed Ordinance Adoption Effective Date: 1/24/22

1. Name of Area:	Western side of Ramsey St, South of Tractor Rd – AX21-008
2. Name of Owner(s):	SRW Builders, LLC & Pelican Property Holdings, LLC
3. General Location/ Adjacent Neighborhoods/ Address	<u>General Location</u> : Northeast of the City, by Carvers Creek State Park <u>Adjacent Neighborhoods</u> : Pine Forest District <u>Address</u> : 7165 & 7249 Ramsey Street.
4. Tax Identification Numbers (PIN):	Area includes two tax parcels (PIN: 0542-23-1198 & 0542-23-4876)
5. Fire Department To Be Affected:	Westarea Fire District (Already Served by Fayetteville, Tax District 0081.
6. Is the Area Contiguous?	No
7. Is the Area in the Fayetteville MIA (Municipal Influence Area)?	Yes
8. Type of Annexation:	Petition-initiated non-contiguous (satellite) area
9. Background:	The owner plans to build a low-density residential subdivision of up to 250 homes.
10. Reason the Annexation was Proposed:	The owner would like to use PWC sewer and water. Policy 150.2 requires annexation to use PWC sewer.
11. Number of Acres in Area:	118 acres +/-
12. Type of Development in Area:	One parcel is vacant. The other has one single-family home and a few accessory structures. The surrounding areas is mostly residential.
13. Present Conditions:	a. <u>Present Land Use</u> : Mostly vacant b. <u>Present Number of Housing Units</u> : 1 c. <u>Present Demographics</u> : Total Population = 0 d. <u>Present Streets</u> : None e. <u>Water and Sewer Service</u> : None f. <u>Electrical</u> : This area is served by Duke Energy. g. <u>Current Real Property Tax Value</u> : One of the parcels is in the Farm Program (7249 Ramsey; 0542-23-4876). Current Combined Taxable Value is \$569,162. Once the property is developed, the tax deferral from the Farm Program is forfeited. Without the tax deferral, the Combined Taxable Value will be \$1,146,284. (Land=\$1,051,492. Building= \$94,792; Extra Feature=\$0) Source: Cumberland. County GIS parcel file exported on 12/23/21. h. <u>Current Personal Property Tax Value</u> : \$0
14. Factors Likely to Affect Future of Area:	a. <u>Plans of Owner</u> : The owners plan to build a residential subdivision. b. <u>Development Controls</u> 1. <u>Land Use Plans</u> a. <u>Future Land Use Plan-2040 (2021)</u> - medium-density; open space subdivisions 2. <u>Zoning</u> a. <u>Current Zoning in County</u> : PND – Planned Neighborhood Development (County GIS) b. <u>Expected Zoning After Annexation</u> : Single-Family 15 (SF 15) (Fayetteville Zoning Commission recommended approval on November 9, 2021) 3. <u>Plan Approvals</u> -An overall site plan has not yet been submitted to TRC. c. <u>Fayetteville Airport Impacts</u> 1. <u>In Fay Airport Impact Zones?</u> No

BASIC INFORMATION ABOUT ANNEXATION AREA (AX21-008)

Information Updated as of: 1/7/22

Date Petition Received: 10/6/21

Assumed Ordinance Adoption Effective Date: 1/24/22

	<ul style="list-style-type: none">2. <u>In Fay Airport Overlay District?</u>-Nod. <u>Military Base Impacts</u><ul style="list-style-type: none">1. <u>In Simmons Noise Contours?</u> No (2018 JLUS Report)2. <u>In Simmons Accident Potential Zones?</u>-No (2018 JLUS Rep)3. <u>Red-Cockaded Woodpecker Impacts?</u>-Not known.e. <u>Environmental Factors</u><ul style="list-style-type: none">1. <u>Watershed Basin</u>-Carvers Creek2. <u>Drainage Patterns</u>- Property drains from east to west – from Ramsey St. to the western edge of the property.3. <u>Flood Zones</u>-The site is not in 100 Year or 500 Year Flood Zones.4. <u>Endangered/Threatened Species</u>-Parcel is not designated as a Wildlife Habitat Connector, but is next to a parcel so designated.5. <u>Soils</u> - BaB-Barnstable sandy loam, 3 to 8 percent slopes. This very deep, gently sloping, well-drained soil is on the crests and sides of small hills in areas of ground moraine and ice-contact deposits. BaD - Blaney loamy sand, 8 to 15 percent slopes. This well-drained soil is on the crests and shoulders of small hills in areas of ground moraine and ice-contact deposits. WaB – Wagram loamy sand, 0 to 6 percent slopes. GdB - Gilead loamy sand, 2 to 8 percent slopes.6. <u>Wetlands</u>-County GIS Map Viewer does not show any wetlands on this property.
15. Expected Future Conditions:	<ul style="list-style-type: none">a. <u>Future Land Use</u>: Residential subdivision; lowest densityb. <u>Future Number of Housing Units</u>: (At Build-Out) Total=250 (250 HU x .9049% occupancy rate*= 226.225 occupied HU) *Based on 2020 Census data for Fayettevillec. <u>Future Demographics</u>: (At Build-Out) Total Pop=554 (226.225 occupied HU x 2.45 avg. household size*=0 population)d. <u>Future Streets</u>: Estimated 9,282 linear feet of new public streetse. <u>Water and Sewer Service</u>: PWCf. <u>Electric Service</u>: Duke Energy.g. <u>Future Real Property Tax Value</u>: It is assumed property value will increase after development occurs. Based on estimates provided by the owner, once fully developed, the total taxable value of the property will be approximately \$117.5M.h. <u>Future Personal Property Tax Value</u>: Unknowni. <u>Future Total Value</u>: See Future Real Property Tax Value, above.

MEMO

To: David Nash, Planning Department

From: Brandy Bishop, Senior Paralegal

CC: To the file

Date: November 3, 2021

Re: Sufficiency of Annexation Petition

SIGNERS OF THE PETITION: Palmer N. Williams, Vice President
SRW Builders, LLC and
Pelican Property Holdings, LLC

SWR Builders, LLC per recorded deed 11161/717, is the record owner for the 49.41 acre tract.

1: 0542-23-1198- PEARL A CURRIN LO1 SE01 PL0111-0055

Pelican Property Holdings, LLC per recorded deed 10423/43, is the record owner for the 68.16 acre tract.

2: 0542-23-4876- 68.97ACS MCBRYDE LD

My search ended November 1, 2021. No pertinent out conveyances were recorded for this property.

Petition is sufficient!

Annexation Ordinance No: _____
AX 21-008: Western Side of Ramsey Street, South of
Tractor Road

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF FAYETTEVILLE, NORTH CAROLINA**

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the City of Fayetteville has investigated the sufficiency of the petition; and

WHEREAS, the City of Fayetteville has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at City Hall Council Chambers at 7:00 PM on January 24, 2022, after due notice by publication; and

WHEREAS, the City Council further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the City of Fayetteville;
- b. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Fayetteville;
- c. The area described is so situated that the City of Fayetteville will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376 and as interpreted by the City's Legal Department, will be fragmented by this proposed annexation;
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite Corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the City of Fayetteville;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous property owned by SRW Builders, LLC & Pelican Property Holdings, LLC is hereby annexed and made part of the City of Fayetteville, North Carolina as of January 24, 2022:

Name of Annex Area: Western Side of Ramsey Street, South of Tractor Road

Name of Owner(s): SRW Builders, LLC & Pelican Property Holdings, LLC

PIN: 0542-23-1198 & 0542-23-4876 / REID: 0542231198000 & 0542234876000 / Size: 118.38 +/- Acres

LEGAL DESCRIPTION OF THE PROPERTY (Prepared on 11032021)

BEGINNING at an existing iron pipe in the western margin of Ramsey Street, said existing iron pipe being the southeast corner of Lot 1, as depicted on a plat entitled, "Subdivision Of The Property Of Pearl A. Currin," duly recorded in Book of Plats 111, Page 55, Cumberland County Registry, and running thence with the southern line of Lot 1, North 84 degrees 27 minutes 49 seconds West 1803.18 feet to an existing concrete monument, continuing thence North 84 degrees 27 minutes 50 seconds West 2001.70 feet to an existing concrete monument located at the southwest corner of the aforementioned Lot 1, thence North 05 degrees 39 minutes 01 seconds East 565.21 feet to an existing concrete monument located at the northwest corner of said Lot 1, thence South 84 degrees 15 minutes 03 seconds East 591.95 feet to a set iron rod, thence North 05 degrees 20 minutes 10 seconds East 515.02 feet to an existing iron pipe, thence North 05 degrees 20 minutes 10 seconds East 318.85 feet to an existing concrete monument, thence South 85 degrees 31 minutes 33 seconds East 3495.13 feet to an existing iron pipe in the western margin of Ramsey Street, and running thence along the western margin of Ramsey Street South 16 degrees 22 minutes 25 seconds West 927.52 feet to an existing iron pipe, continuing with along the western margin of Ramsey Street South 16 degrees 22 minutes 25 seconds West 560.68 feet to the BEGINNING and containing 117.57 acres more or less.

Section 2. Upon and after January 24, 2022, the above-described area and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Fayetteville, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Fayetteville, North Carolina. Said area shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Fayetteville shall cause to be recorded in the office of the Register of Deeds of Cumberland County, and in the Office of the Secretary of State in Raleigh, North

Carolina, an accurate map of the annexed area, described in Section 1, together with a certified copy of this ordinance. Such a map shall also be delivered to the Cumberland County Board of Elections as required by G.S. 163-288.1.

Adopted this ____ day of _____, 20____.

Mitch Colvin, Mayor

ATTEST_____
Pamela Megill, City Clerk

City of Fayetteville

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

City Council Action Memo

File Number: 21-2437

Agenda Date: 1/24/2022

Version: 1

Status: Draft

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 10.01

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Daniel Edwards, Assistant Director of Public Services,
Sheila Thomas-Ambat, PE, CCM, CFM, Director of Public Services

DATE: January 10, 2022

RE:

Type here

..end

COUNCIL DISTRICT(S):

Solid Waste Bulky and Limb Collections

..b

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work and Recreate

Executive Summary:

On October 4, 2021, the City Council moved by consensus for SW to start Bulky and Limbs collections every other week. The following information will show the status of changing collections services since the October Work Session.

Background:

On October 4, 2021, SW Division discussed with Council recommendations for Bulky and Limb collections, more directly Scheduled VS Routed collections. The goal was to ensure that Limb and Bulky collections provided predictable and consistent service expectations that Council, CMO, and the community could accept. The third part of the goal was to create a system that required a lower level of enforcement. Council approved Option three, every other week bulky and limb collections. Council directed staff to start this new initiative as soon as possible, hire two additional EOIII's, and purchase four new knuckle boom trucks for limb and bulky collections. The total cost for the new trucks is \$835,898.52.

After an initial one week of limbs collections targeted at the City's excessive limb setouts, SW started the soft rollout of every other week's collection of Limbs and Bulky beginning November 1, 2021. SW staff successfully navigated the transition from scheduled to routed collections. Over the last eight weeks, SW has collected over 7K of Limbs and Bulky piles. The chart below details the monthly weight collected for

Limbs and Bulky from July through December. You will note the sharp increase in tonnage for Limbs and Bulky beginning in November. A 428% increase in tons collected can be attributed to the multiple limbs piles at the curb throughout the City. Bulky tonnage increased by 839% for the first month of the soft rollout and remained consistent with only a ____% drop from November to December.

Over the last two months, routed collections have proven effective and efficient than scheduled services. The chart below shows that 75% of tonnage collected over the last six months was collected during the soft rollout of routed Limb and Bulky collections every other week.

As collections increased during the soft rollout, limb complaints dropped 84% in November from July's complaints and 63% from November to December, as seen in the graph below.

December 20, 2021, the Call Center started informing residents that compliant piles of Bulky and Limbs no longer need to be called in for collections. Residents have responded positively to the news of not having to call in for compliant loads.

January 2022 is the official start of the Bulky and Limb Every Other Week Collection. It is still early in the new program, but SW has met the goal of providing predictable and consistent Limb and Bulky service expectations that are easily enforceable. Every other week Limb and Bulky collections have created a culture of premium customer service for the residents of Fayetteville.

Issues/Analysis:

On October 7, 2021, Purchasing distributed a request for proposals (RFP's) for KB trucks and received one reply from White's International Trucks Sales & Service. On November 2, 2021, the RFP for KBs was rebid, and no new bidders were received. The cost of the trucks are \$208,974.63 per vehicle = \$835,898.52. The estimated time of arrival for the four new trucks is spring 2023. This is consistent with current vehicle waiting period issues.

Purchasing and SW put out a bid for contractors to collect out of compliant limb piles on November 22 - December 17, 2021. Three contractors bid on the non-compliant pile in the scope. The lowest bid to collect the pile was \$675. It cost the City \$135 to pick up the pile. Based on the cost of using a contractor to collect non-compliant loads, SW will collect all non-compliant loads through payment and enforcement. It cost SW an average of \$1.33 to collect 3,058 compliant piles of limbs during the soft rollout.

Budget Impact:

Council consented to purchase four KB trucks and hire two additional EOILs for every other week's collections of Limb and Bulky. These items will increase SW operational costs and user fees. (May attach spreadsheet from Budget)

Options:

1. Receive this report
2. Consider further discussion among the City Council regarding Bulky and Limb collection services

Recommended Action:

Receive the report

Attachments:

Limb Collection Scope

Limb Collection Bid Tab

City of Fayetteville

Removal of “Out of Compliance limb piles”

The City of Fayetteville is requesting quotes for the collection “out of compliance limb piles” throughout the City.

City will provide:

- Access to unload material at Wilkes Road and Ann Street Landfill without cost to vendor (**The vendor must only use City approved contracted vehicles to dump at County Facilities – if vendor uses a non-approved vehicle to unload, the vendor will pay all tipping fees.**)
- **Qualified City employee for monitoring purposes;**
- List of out of compliance limb piles/locations
 - List of addresses to be collected will be given to the contractor by 8:00 a.m., every Monday morning (or as needed) for the limb collections.
- Access to an adequate limb disposal site compliant with North Carolina Solid Waste Disposal rules.
 - Tentative site to be used is the Wilkes Road T&P Facility located at 771 Wilkes Rd, Fayetteville, NC 28306
 - Disposal site operation will be:

• 8 a.m. – 4 p.m.	• Monday - Friday
• 8 a.m. - 12 p.m.	• 1st & 3rd Saturday
• Closed Sunday	

- Tentative site to be used for non-vegetative loads (Limbs/Trash) is the Ann Street Landfill located at 698 Ann St. Fayetteville, NC. 28301
- Disposal site operation will be:

Last Load Accepted Times	
• 6:30 a.m. – 3:45 p.m.	• Monday - Friday
• 6:30 a.m. – 11:45 p.m.	• Saturday
• Closed Sunday	

Vendor will provide:

- Vendor required to supply City with Certificate of Liability Insurance coverage’s naming customer, city/town, staging property, etc. - available and general practice – 2MM general liability coverage;
- All vehicles used in execution will be in full compliance with all appropriate D.O.T. safety standards;
- Vendor will identify by plate number and vin number the vehicles that will be used to bring material to the County facilities;
- All personnel maintain PPE at all times;
- Truck volumes to be approved by the City of Fayetteville Solid Waste personnel;
- Will submit invoice once all contracted work is completed weekly.
- Will provide weight tickets from each load.
- Vendor will not mix NOV loads of limbs with other non-City contractor loads.

“Out of Compliance Limb Load” generally defined as:

- Limbs and large shrubbery must be scheduled for a special pick-up of materials longer than five feet in length, larger than six inches in diameter, and greater than 50 pounds in weight as provided in subsection 22-10(10).
- Limb debris piles approximately 20 cubic yards or above generated at a residential unit.
- Limb piles deposited on a vacant lot;

City of Fayetteville

Removal of “Out of Compliance limb piles”

The following properties are examples of out of compliance limb piles the vendor will use to identify cost of collections. The City cannot guarantee the number of non-compliant limb piles per week for collection. The list below is current as of RFP date. **The City reserves the right to choose which method of payment for removal of limbs:**

#	Address	Material	Estimated Cost of Removal	Tons/Loads	Estimated Cost per tons	Estimated Cost per Load
1	7912 Ancon Dr	Limbs		1		
2	3820 Hartwell Road	Limbs/Trash		2		
3	4707 Friar Ave	Limbs		3		
4	405 Lancaster Road	Limbs/Trash		4		
5	1962 Aspen Cir	Limbs		5		
6	6527 Tampico Ct	Limbs		6		
7	1125 Thornwood Pl	Limbs				
8	1538 Bingham Dr	Limbs				
9	1812 Overlook Dr	Chicken wire mixed in limbs				

The vendor is required to complete the following information sheet (The informational sheet may be changed):

Date	Address	Waste Type	Miles Out	Miles In	Total Miles	Hours	Pounds	Tonnage	Tonnage Costs	Driver	Vehicle #	Total Time	Driver	Driver Rate	Driver Costs

1. Pricing of our of Compliance Limb Piles Loads:

- a. Clean limb piles greater than 19 cubic yards (first 19 cubic yards): _____.
- b. Price per cubic yard beyond the initial 19 cubic yards: _____ per cubic yard.

2. Pricing for mix loads (mix loads is defined as yard debris plus not vegetative material):

- a. Price per cubic yard of mixed load up to 5 cubic yards: _____ per cubic yard.
- b. Price per cubic yard of mixed loads up to greater than 5 cubic yards but less than 10 cubic yards: _____ per cubic yard.
- c. Price per cubic yard of mixed loads up to greater than 10 cubic yards but less than 15 cubic yards: _____ per cubic yard.
- d. Price per cubic yard of mixed loads up to greater than 10 cubic yards but less than 15 cubic yards: _____ per cubic yard.
- e. Price per cubic yard of mixed loads up to greater than 15 cubic yards but less than 20 cubic yards: _____ per cubic yard.
- f. Price per cubic yard of mixed load greater than 20 cubic yards: _____ per cubic yard.

City of Fayetteville			
Bid Tab - Removal of "Out of Compliance			
Vendor	Address	Material	Estimated Cost of Removal
Above & Beyond Home Improvements, LLC	441 Perth	Limbs	\$ 1,400.00
J&L Land Solutions, LLC	441 Perth	Limbs	\$ 675.00
Hall's Tree Service	441 Perth	Limbs	\$ 1,500.00

Limb Piles"		
Tons/Loads	Estimated Cost per tons	Estimated Cost per load
4 Loads	\$ 1,600.00	\$ 400.00
4 loads		\$ 168.75
1 load		\$ 1,500.00

City of Fayetteville

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

City Council Action Memo

File Number: 21-2477

Agenda Date: 1/24/2022

Version: 1

Status: Approval Review

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 10.02

TO: Mayor and Members of City Council

THRU: Doug Hewett, City Manager
Rebecca Jackson, Chief of Staff

FROM: Brook M. Redding, Assistant to the City Manager

DATE: January 24, 2022

RE:

City Manager's Update - City Council Agenda Item Requests

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal I: Safe and Secure Community

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

Goal III: City Investment in Today and Tomorrow

Goal IV: Desirable place to live, work and recreate

Goal V: Financially sound City providing exemplary City services

Goal VI: Collaborate citizen and business engagement

Executive Summary:

The City Council members submitted and approved 13 City Council Agenda Item Requests from July 2021 to December 2021. The City Manager's Office, supervised by the Chief of Staff, tracks each item from its approval to completion. This summary is intended to highlight each City Council Agenda Item Request and provide a status of these approved items.

Background:

City Council members are authorized to submit requests to staff through an adopted

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

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

Protocol 12 - Council Modification of Existing Agenda

Issues/Analysis:

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

Budget Impact:

None

Options:

City Council accepts the administrative report for public record.

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

Recommended Action:

City Council accepts the administrative report for public record.

Attachments:

Council Agenda Request Tracker.pdf

COUNCIL AGENDA REQUEST TRACKER

August 2, 2021 WORK SESSION			
Requestor	Request	Council Direction	Status
CM Haire	<u>Off the Right-of-Way Projects, Stormwater Drainage</u> Requested Council to direct staff to review the Storm Water Assistance Program	Council directed staff to bring the Stormwater Committee to review the Stormwater Drainage Assistance Program	IN PROGRESS <u>Sheila Thomas-Ambat – Public Services</u> <ul style="list-style-type: none"> Tentative date to City Council – June 2022 Work Session
Mayor Colvin	<u>Juneteenth Celebration & 4th of July Celebration</u> Requested Council to direct staff to plan a Juneteenth Celebration and 4 th of July Celebration	Council directed staff to research and report back to Council with options to celebrate Juneteenth & 4 th of July	IN PROGRESS <u>Michael Gibson, Parks and Recreation Department</u> <ul style="list-style-type: none"> P&R developing recommendations for City Council Item presented to City Council at January 2022 Work Session
CM Kinston	<u>Electric Vehicle Charging Stations</u> Requested Council to direct staff to review the need for electric charging stations and to work with PWC to review the cost for implementation	Council directed staff to conduct research and report back with findings	IN PROGRESS <u>Dr. Newton – Development Services</u> <ul style="list-style-type: none"> Tentative date to City Council – March Regular Council Meeting
September 7, 2021 WORK SESSION			
Requestor	Request	Council Direction	Status
CM Dawkins	<u>Ordinance regarding gyms in residential neighborhoods</u> Requested Council to direct staff to research other NC city ordinances on commercially operated	Council directed staff to conduct research and bring the findings back as an Administrative Report	READY <u>Dr. Newton – Development Services</u> <ul style="list-style-type: none"> Presenting to City Council at the February 7, 2022 Work Session

	businesses in residential neighborhoods		
October 4, 2021 WORK SESSION			
Requestor	Request	Council Direction	Status
Mayor Colvin	<u>Feather Signs</u> Requested Council support to direct staff to revise the ordinance to permit “feather signs” in front of businesses	Council directed staff to bring back options for ordinance revision to include “feather Signs.”	COMPLETE – January 10, 2022 <u>Dr. Newton – Development Services</u> Staff provided an Administrative Report to City Council
Mayor Colvin	<u>Temporary Storage Ordinance</u> Requested Council support to direct staff to revise the ord on temporary storage units on private property	Council directed staff to bring back options for ordinance revision of temporary storage containers on private property	COMPLETE – January 10, 2022 <u>Dr. Newton – Development Services</u> Staff provided an Administrative Report to City Council
November 1, 2021 WORK SESSION			
Requestor	Request	Council Direction	Status
Mayor Colvin	<u>Youth Anti-Gun Violence</u> Requested Council support to fund \$50K additional funding for youth anti-gun violence campaign	Council directed staff to bring back BOA necessary to fund this request	COMPLETE – December 2022 <u>Kelly Olivera – Budget Office</u> Staff provided and Council approved the budget amendment at the
CM Wright	<u>Key to the District</u> Requested Council support to create and distribute “key to the district” recognition awards	Council directed staff to bring back design options and recommendations for this item	COMPLETE – November 2022 <u>Pamela Megill – City Clerk</u> Clerks office provided coins as CM Requests
December 6, 2021 WORK SESSION			
Requestor	Request	Council Direction	Status
Mayor Colvin	<u>Camera Corridor</u> Requested Council support to install cameras throughout corridors and incentivize neighborhoods	No final Consensus vote taken – City Manager agreed to provide tasks	IN PROGRESS <u>Chief Hawkins, Fayetteville Police Department</u> <ul style="list-style-type: none"> Tentative date to City Council – January Regular Council Meeting

	to connect their cameras to the city		
Mayor Colvin	<u>Global Spectrum</u> To have Council authorize the manager to bring back a plan to enhance the utilization of Festival Park	Council granted staff permission to solicit partnerships and bring information back to Council	IN PROGRESS <u>Michael Gibson, Parks & Recreation Department</u> <ul style="list-style-type: none"> P&R staff – peer comparison, generating partner options
CM Ingram	<u>Community Watch</u> Requested Council support to have staff look at ways to help community watches establish	Council directed staff to bring back further information for community watches	IN PROGRESS <u>Chief Hawkins, Fayetteville Police Department</u> <ul style="list-style-type: none"> Tentative date to City Council – February Regular Council Meeting
CM Kinston	<u>Refurbished City Bus for Mobile Shower</u> Partner with our Nonprofit Orgs to convert a retired City bus to a mobile shower	Council directed staff to bring back research and recommendations	IN PROGRESS <u>Brook Redding – CMO</u> <ul style="list-style-type: none"> Tentative date to City Council – February Regular Council Meeting Research underway – generating administrative report
CM Davis	<u>Elected Official Meeting Policy</u> Requested Council to discuss and make a clear policy on elected official meeting policy	Council directed staff to bring back options on meeting attendance policies	IN PROGRESS <u>Karen McDonald, City Attorney & Clerks Office</u> <ul style="list-style-type: none"> Research and Drafting recommendations underway

City of Fayetteville

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

City Council Action Memo

File Number: 21-2480

Agenda Date: 1/24/2022

Version: 1

Status: Agenda Ready

In Control: City Council Regular Meeting

File Type: Administrative
Reports

Agenda Number: 10.03

TO: Mayor and Members of City Council

THRU: Douglas Hewett, ICMA-CM, City Manager
Jay Toland, Chief Finance Officer, Assistant City Manager

FROM: Kimberly Toon, Purchasing Manager

DATE: January 24, 2022

RE:

Small Local Business Enterprise (SLBE) Program Update

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

The development of a City policy designed to support and encourage improved access for small and local businesses to the City's process for the procurement of goods and services is supportive of Strategic Plan Goal 2 - "Building and maintaining a strong, diverse, and viable local economy".

Executive Summary:

City Council directed that a SLBE policy and subsequent program based on that policy be developed to enhance economic opportunities for small and local business owners. The SLBE policy and program have now been established and the SLBE program is managed by the Purchasing Division of the City's Finance Department. Finance/Purchasing has worked diligently to build a solid foundation for implementing the SLBE program.

Background:

The Purchasing Division of the City Finance Department has dedicated itself to

establishing a strong foundation for the Small Local Business Enterprise program. Since last reporting to City Council in October 2021, the following activities have encouraged SLBE vendors to register and participate in the City's business.

- All solicitations both formal and informal are posted on the City website.
- Purchasing works closely with City departments to increase their awareness of SLBE businesses and their abilities to serve the City's needs.
- Purchasing staff provides one-on-one consultation with SLBE firms to educate and familiarize them with City procurement processes.
- Purchasing provides printed and digital educational materials such as "Doing Business With the City"

These efforts have resulted in statistically significant increases in various areas. For example:

- In the FY22 Second Quarter 75 new companies registered to be City vendors. Of those 75 new City vendors, 97% are located in Cumberland, Hoke and Harnett Counties.
- The FY22 Second Quarter purchase order expenses total \$34,555,241.16 with 45.69% (\$15,786,626.40) being spent in Cumberland, Hoke and Harnett Counties.
- The FY22 Second Quarter procurement card expenses total \$288,906.62 with 39.64% (\$114,524.84) being spent in Cumberland, Hoke and Harnett Counties.
- The FY22 Second Quarter for contracts is \$6,701,731.33 and 20.6% is identified as assigned to local prime contractors. Of the \$6,701,731.33 total contract dollars 5.7% (\$386,822.93) is allocated to subcontractors.

To continue the upward trend resulting from the initial efforts of the SLBE program, Purchasing would like to initiate the following activities:

- Analyze total City expenditures for future possible direct SLBE contracting opportunities.
- Purchasing would like further community outreach by providing more hands-on assistance with connecting qualified local subcontractors with prime general contractors.
- Assist in developing quick pay agreements and policies to enable SLBE's to meet cash flow demands.
- Develop and implement a local vendor mentor and/or partnership program where SLBEs can get more information and education directly from general contractors, consultants, etc.

Issues/Analysis:

The City SLBE program is aimed at increasing local participation in the City's procurement practices to include businesses and entrepreneurs classified as small,

historically-disadvantaged or underutilized, minority, veteran and/or women-owned. Encouraging these groups to participate in the City's business is an important step in achieving a strong, diverse, and viable local economy. The LSDBE Coordinator will continue to track and encourage LSDBE participation in the City's business operations.

Budget Impact:

None.

Options:

1. Receive and review presentation as provided by Purchasing, and provide direction to staff as to next step(s).
2. Do not receive the presentation and recommendation(s) from Purchasing.

Recommended Action:

Receive and review presentation and recommendation(s) as provided by Purchasing, and provide direction to staff as to next step(s).

Attachments:

Small Local Business Enterprise Program

City of Fayetteville

The City began tracking the geographic location of all vendors on July 1, 2017.

Aspirational Goal: **40%** local participation of total spend (all checks and P-card purchases)

Measure	Percent Participation FY 18	Percent Participation FY 19	Percent Participation FY 20	Percent Participatio n FY 21	FY22 Q1	Percent Participatio n FY22
Total Spend					\$ 65,851,665.51	
Local MSA*	38.19%	46.00%	40.06%	21.76%	\$ 13,517,500.83	20.53%
NC Less MSA	13.95%	25.45%	23.36%	22.83%	\$ 11,783,605.31	17.89%
Non-NC	47.87%	28.55%	36.58%	55.40%	\$ 40,550,559.37	61.58%
Purchased Order Dollars					\$ 58,551,076.91	
Local MSA	33.91%	43.40%	43.58%	22.52%	\$ 11,792,576.60	20.14%
NC Less MSA	20.46%	19.85%	30.15%	28.54%	\$ 11,728,711.58	20.03%
Non-NC	45.63%	36.75%	26.72%	48.94%	\$ 35,029,788.73	59.83%
Construction Contracts					\$ 7,238,936.50	
Prime Dollars	69.47%	82.52%	94.80%	96.11%	\$ 6,935,286.72	95.81%
Subcontracted Dollars	30.53%	17.48%	5.20%	3.89%	\$ 303,649.78	4.19%
Prime by Location					\$ 6,935,286.72	
Local MSA	32.08%	31.00%	27.47%	17.57%	\$ 1,577,050.84	22.74%
Non-MSA	67.92%	69.00%	73.43%	82.43%	\$ 5,358,235.88	77.26%
Subcontracts by Ethnicity					\$ 303,649.78	
African American	55.93%	23.55%	25.87%	50.21%	\$ 175,539.12	57.81%
Caucasian	12.11%	63.54%	34.47%	10.07%	\$ 126,797.30	41.76%
Native American	11.05%	5.64%	37.53%	39.72%	\$ 1,313.36	0.43%
Hispanic	20.12%	7.27%	2.13%	0.00%	\$ -	0.00%
Subcontracts by Gender					\$ 303,649.78	
Male Owned	92.82%	97.00%	55.42%	89.57%	\$ 223,556.58	73.62%
Female Owned	7.18%	3.00%	44.58%	10.43%	\$ 80,093.20	26.38%
Procurement Cards by Location					\$ 365,301.88	
Local MSA	55.55%	46.00%	46.94%	40.71%	\$ 147,873.39	40.48%
NC Less MSA	21.99%	25.00%	16.49%	14.39%	\$ 54,893.73	15.03%
Non-NC	22.30%	29.00%	36.57%	44.90%	\$ 162,534.76	44.49%

* MSA = Cumberland, Hoke and Harnett Counties